

***United States Court of Appeals
for the Second Circuit***



JOINT APPENDIX

77-6061

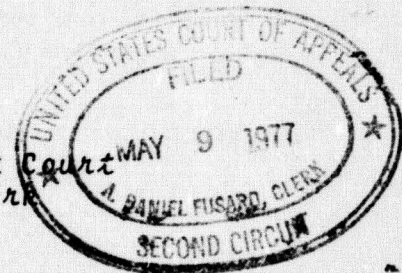
IN THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

RAY MARSHALL, Secretary of Labor,
United States Department of Labor, APPELLANT

v.

THE CHASE MANHATTAN BANK (NATIONAL
ASSOCIATION), APPELLEE

Appeal from the United States District Court
for the Southern District of New York



JOINT APPENDIX

Jerome S. Cohen
U.S. Department of Labor
200 Constitution Avenue, N.W.
Suite C-4508
Washington, D.C. 20210
Counsel for Appellant

Kenneth A. Perko, Jr.
Milbank, Tweed, Hadley
& McCloy
1 Chase Manhattan Plaza
New York, New York 10005
Counsel for Appellee

PAGINATION AS IN ORIGINAL COPY

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RELEVANT DOCKET ENTRIES

Complaint, filed December 30, 1976.

Answer of Defendant, filed January 17, 1977.

Transcript of the Pre-Motion Conference, filed March 17, 1977.

Notice of Settlement, filed January 24, 1977.

Order and Judgment, filed January 26, 1977.

Notice of Appeal, filed March 28, 1977.

Complaint

[Caption Omitted]

COMPLAINT

Plaintiff Secretary of the United States Department of Labor (hereinafter "the Secretary") alleges as follows:

1. This action arises under Title I of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 et seq. The Secretary brings this action pursuant to ERISA section 502(a), 29 U.S.C. §1132(a), for declaratory and injunctive relief to enforce the provisions of that Title. This court has jurisdiction over this action under ERISA section 502(e)(1), 29 U.S.C. §1132(e)(1).

2. Venue of this action is properly laid in the Southern District of New York pursuant to ERISA Section 502(e)(2), 29 U.S.C. §1132(e)(2).

3. Defendant The Chase Manhattan Bank (National Association), on information and belief, is a national banking association having its principal office at One Chase Manhattan Plaza, New York, New York, and is the successor in interest to The Chase Manhattan Bank, a New York banking corporation. This defendant and its predecessor in interest are hereinafter collectively referred to as "Chase".

Complaint

4. Chase is trustee of the assets of an employee pension benefit plan covered by ERISA, namely, the Pension Plan for Wage Employees of Federal Sweets and Biscuit Company, Inc. (hereinafter "the plan"). Chase serves as trustee pursuant to an agreement between Chase and Federal Sweets and Biscuit Company, Inc., a corporation which was adjudicated bankrupt in 1974. A copy of the agreement is included in Exhibit 1, annexed hereto and described below.

5. On or about July 27, 1976, Chase filed in The Supreme Court of the State of New York, in and for the County of New York (hereinafter "the state court") its "Intermediate Account" for the calendar years 1970 through 1975, together with a Petition, in a proceeding entitled In the Matter of The Chase Manhattan Bank (National Association), as Trustee under the provisions of a Trust Agreement with Federal Sweets & Biscuit Company, Inc. (now numbered on the docket of the state court Index No. 13554-76). The Petition seeks an Order to Show Cause why (a) the "Intermediate Account should not be judicially settled and allowed and [Chase] released and forever discharged as to all matters embraced therein", and (b) an appropriate person should not be designated by the state court to effect termination of the plan and direct distribution of the corpus of the trust. Annexed hereto

Complaint

as Secretary's Exhibit 1 are a copy of Chase's Petition, with its Exhibits A through K, and a copy of Chase's Intermediate Account, with its Exhibits A through F.

6. The state court issued the Order to Show Cause requested by Chase forthwith on Chase's application; scheduled a hearing in the matter; and, on information and belief, has held a hearing and taken other judicial action in the state proceeding.

7. To the extent that Chase in the state proceeding seeks an adjudication that Chase's trustee account for the year 1975 is correct or appropriate or should be settled or allowed, and to the extent that Chase seeks judicial discharge from potential liability arising out of its fiduciary status with respect to the plan for or after 1975, the action is one which relates to an employee benefit plan under ERISA, and which arises after January 1, 1975. This portion of the state proceeding is hereinafter referred to as "the 1975 accounting".

8. The effect of the provisions of ERISA section 514, 29 U.S.C. §1144, and ERISA section 502(e)(1), 29 U.S.C. §1132(e)(1), is to deprive the state court of jurisdiction over the 1975 accounting.

Complaint

9. Unless restrained by this Court, Chase will continue to seek, and the state court may render, a judgment purporting to grant the relief sought by Chase, including the 1975 accounting, notwithstanding that the state court is without jurisdiction over the proceedings insofar as they relate to the 1975 accounting.

11. The entry of any judgment by the state court with respect to the 1975 accounting will result in irreparable injury to the public interest in the uniform administration and enforcement of Title I of ERISA, for which the Secretary is responsible, and will complicate and burden the Secretary's enforcement and administration of ERISA, (a) by causing confusion among parties whose rights and responsibilities with respect to employee benefit plans are governed by ERISA; (b) by tending to discourage participants in plans covered by ERISA from enforcing their rights under federal law; (c) by causing plan trustees and administrators to rely improperly on the expectation that their responsibilities under ERISA have been or may be determined in such proceedings.

WHEREFORE, the Secretary prays that this Court:

1. Declare that the action by which Chase seeks release and discharge of its 1975 account as trustee of the Pension Plan

Complaint

for Wage Employees of Federal Sweets and Biscuit Company, Inc. is a cause of action which relates to an employee benefit plan covered by ERISA and which arose after January 1, 1975.

2. Declare that the Supreme Court of New York in and for the County of New York lacks jurisdiction over that portion of the state court proceeding which seeks the 1975 accounting.

3. Preliminarily and permanently enjoin Chase from pursuing in the state court any claim relating to an employee benefit plan covered by ERISA which arose or arises after January 1, 1975.

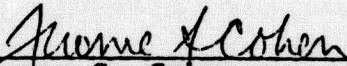
4. Grant the Secretary the costs of this action and such further relief as this Court deems just and proper.

For the Secretary of Labor

William J. Kilberg
Solicitor of Labor

Steven J. Sacher
Associate Solicitor
Plan Benefits Security Division

Monica Gallagher
Counsel for Litigation
Plan Benefits Security Division


Jerome S. Cohen
Attorney
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200 Constitution Avenue, N.W.
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Washington, D.C. 20210
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Complaint

FRANCIS V. LARUEFFA

REGIONAL SOLICITOR
UNITED STATES DEPARTMENT OF
LABOR

1515 BROADWAY, ROOM 3555
NEW YORK, NEW YORK 10036

(212) 399-5274

Theodore T. Gottsch

THEODORE T. GOTTSCH

ATTORNEY

[Filed December 30, 1976]

Exhibit 1 to the Complaint

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- x
In the Matter of the Application of :
The Chase Manhattan Bank (National :
Association), as Trustee under the : PETITION
provisions of a Trust Agreement with :
Federal Sweets & Biscuit Company, Inc. :
----- x

Petitioner, by its attorneys, Milbank, Tweed, Hadley
& McCloy, alleges:

1. Petitioner The Chase Manhattan Bank (National Association) is a national banking association having its principal office at One Chase Manhattan Plaza, New York, New York, and is the successor in interest to The Chase Manhattan Bank, a New York banking corporation. Petitioner and its predecessor in interest are hereinafter collectively referred to as "Chase."

2. In 1961 Chase entered into a written Trust Agreement with Federal Sweets & Biscuit Co., Inc. a New York corporation. A copy of the Trust Agreement is annexed hereto as Exhibit A. On or about April 14, 1970, Chase entered into a Supplemental Agreement with Federal Sweets & Biscuit Company, Inc., a Delaware corporation hereinafter referred to as "Federal Sweets." A copy of the Supplemental Agreement is annexed hereto as Exhibit B.

3. Annexed hereto as Exhibits C and D are copies of

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4. Pursuant to the provisions of the Trust Agreement Chase holds the corpus of the trust for investment at its discretion (subject to certain limitations) and for distribution from time to time on the directions of a Pension Board designated by Federal Sweets.

6. Annexed hereto as Exhibit E is a copy of a certification by the Secretary of State of the State of Delaware to the effect that Federal Sweets "is no longer in existence" having become "inoperative and void" on April 15, 1973. Annexed hereto as Exhibit F is a copy of a Discharge of Bankrupt issued by the United States District Court for the District of Massachusetts and reciting that Federal Sweets has been duly adjudged a bankrupt. The last known address of Federal Sweets is c/o Educator Biscuit Company, 27 Jackson Street, Lowell, Mass. 01852.

Exhibit 1 to Complaint

7. On information and belief, neither Federal Sweets nor any Pension Board is capable of acting with respect to the Trust Agreement and Pension Plan.

8. Accordingly, matters exist for appropriate determination by this Court pursuant to Article 77 of the Civil Practice Law and Rules.

9. Simultaneously herewith, Chase is filing with the Court its Intermediate Account under the Trust Agreement covering the period from January 1, 1970 through December 31, 1975. The approximate market value of the corpus of the Trust as of December 31, 1975, was \$188,568.97.

10. Nine former employees of Federal Sweets are presently receiving monthly pensions in accordance with directions given to Chase by the Pension Board. Annexed hereto as Exhibit G is a list of their names and addresses.

11. The Plan provides that it is to be administered by the Pension Board. Exhibit C, Section 6(1). Chase keeps no individual account records with respect to the Trust and does not know (except for individuals already receiving pensions as set forth in Exhibit G) the names and addresses of those persons who have an interest in it or the extent of the interest which they may claim pursuant to the terms of the Pension Plan.

12. Certain former employees of Federal Sweets have

Exhibit 1 to the Complaint

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advised Chase of their desire that the Pension Plan be terminated and the corpus of the Trust distributed, or otherwise inquired as to the status of the matter. Annexed hereto as Exhibit H is a list of their names and addresses. Annexed hereto as Exhibit I is a list of names of former employees (furnished to Chase by the plan's actuary) who may be entitled to share in a distribution of the corpus of the Trust.

13. On information and belief, it would be a proper exercise of this Court's equitable powers to designate an appropriate person to act on behalf of the Board of Directors of Federal Sweets and its Pension Board in order that the Pension Plan be terminated and the corpus of the Trust be distributed to pensioners, former employees, and others who may be entitled thereto.

14. On information and belief, the person most qualified to act in this regard (at the least expense to the Plan and Trust) is Harold Goldman, Esq. of the firm of Goldman, Carlet, Garrison, Bertoni & Bitterman, 925 Clifton Avenue, Clifton, New Jersey 07013.

15. Mr. Goldman's firm has been retained by a substantial number of former employees of Federal Sweets, for the purpose of representing their interests in attempting to effect distribution of the proceeds of the Trust. Annexed hereto as Exhibit J is a copy of an instrument furnished to Chase by Mr. Goldman.

Exhibit 1 to the Complaint

16. Mr. Goldman has been actively involved since 1972 in efforts to procure appropriate corporate action by representatives of Federal Sweets, in order that the Plan and Trust could be formally terminated and that Chase could be properly directed to effect an equitable distribution of its assets. Mr. Goldman is familiar with the history of those efforts, the location of such employment records as are available, and the rights in general of the various classes of participants in the Plan. Annexed hereto as Exhibit K is a copy of Exhibit I, furnished recently to Chase by Mr. Goldman, which lists the last known addresses of approximately 80 former employees of Federal Sweets.

17. Mr. Goldman is willing to undertake the necessary work to put together a plan of proposed termination and distribution, provided he be compensated from the assets of the Trust for his efforts in this regard.

18. Chase lacks authority to authorize such compensation and, accordingly, requests that Mr. Goldman be appointed by this Court to act in lieu of the Board of Directors of Federal Sweets and its Pension Board in preparing a plan of termination and distribution and that Chase be directed to pay from the assets of the Trust Mr. Goldman's reasonable fees and expenses incurred in this regard.

19. Chase lacks knowledge or information as to whether all of the persons listed on Exhibits G, H, and I and other possible interested persons are of full age and of

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20. No application has previously been made to this or any other Court for the relief herein requested.

(a) The Intermediate Account of the petitioner for the calendar years 1970 through 1975 under a Trust Agreement with Federal Sweets & Biscuit Company, Inc., dated as of July 1, 1961 and amended as of April 14, 1970, should not be judicially settled and allowed and petitioner released and forever discharged as to all matters embraced therein;

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(c) petitioner should not be granted such other and further relief as the Court may deem just and proper.

By _____

Vice President

Exhibit 1 to the Complaint

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

JAMES SGOUPIS, being duly sworn, deposes and says:

I am a Pension Trust Officer of The Chase Manhattan Bank, N.A., the petitioner herein. I have read the foregoing petition and know the contents thereof. The same is true to my own knowledge, except as to those matters stated to be upon information and belief and as to those matters I believe it to be true.


James Sgoupis

Sworn to before me this
22^d day of July, 1976.

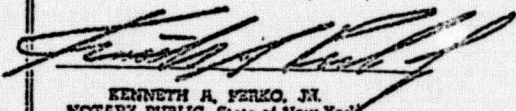

KENNETH A. FENKO, JR.
NOTARY PUBLIC, State of New York
No. 31-8327533
Qualified in New York County
Commission Expires March 30, 1978

Exhibit 1 to the Complaint

EXHIBIT A

P-34177

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

TRUST AGREEMENT

APR 11 1961
This Agreement made as of the first day of July, 1961, by and between FEDERAL SWEETS & BISCUIT CO., INC., a corporation organized under the laws of the State of *New York* (hereinafter referred to as the "Company") and THE CHASE MANHATTAN BANK, a banking corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company has adopted the "Pension Plan for Wage Employees of Federal Sweets & Biscuit Co., Inc." for its eligible employees and pensioners (hereinafter referred to as the "Plan"); and

WHEREAS, a Pension Board (hereinafter referred to as the "Pension Board") has been created to administer the Plan; and

WHEREAS, under the Plan, funds will from time to time be contributed to the Trustee, which funds, as and when received by the Trustee, will constitute a trust fund to be held for the benefit of the eligible employees and pensioners under the Plan; and

WHEREAS, the Company desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Company and the Trustee do hereby covenant and agree as follows:

Exhibit 1 to the Complaint

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FIRST: The Trustee shall receive any contributions paid to it in cash or in other property acceptable to it. All contributions so received together with the income therefrom and any other increment thereon (hereinafter referred to as the "Trust Fund") shall be held, managed and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions to the Plan.

SECOND: Subject to the provisions of Article THIRD hereof, the Trustee shall from time to time on the directions of the Pension Board make distributions out of the Trust Fund to such persons, including the Pension Board or any member thereof, in such manner, in such amounts and for such purposes (including the purchase of life insurance and/or annuity contracts), as may be specified in the directions of the Pension Board.

The Trustee shall be under no liability for any distribution made by it pursuant to a direction of the Pension Board and shall be under no duty to make inquiries as to whether any distribution directed by the Pension Board is made pursuant to the provisions of the Plan.

THIRD: Notwithstanding anything to the contrary contained in this Agreement, or in any amendment thereto:

A. It shall be impossible, at any time prior to the satisfaction of all liabilities with respect to the eligible employees and pensioners under the Plan for any part of the Trust Fund, other than such part as is required to pay taxes and administration expenses, to be used for, or diverted to, purposes other than for the exclusive benefit of the eligible employees and pensioners under the Plan.

Exhibit 1 to the Complaint

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B. In making a distribution upon a direction as authorized herein, the Trustee may accept such direction as a certification that such payment complies with the provisions of this Article and need make no further investigation.

FOURTH: The Trustee shall have the following powers and authority in the administration of the Trust Fund, to be exercised as provided in Article FIFTH hereof:

A. To purchase or subscribe for any securities or other property and to retain in trust such securities or other property.

B. To sell for cash or on credit, to grant options, convert, redeem, exchange for other securities or other property, or otherwise to dispose of any securities or other property at any time held by it.

C. To settle, compromise or submit to arbitration, any claims, debts or damages, due or owing to or from the Trust, to commence or defend suits or legal proceedings and to represent the Trust in all suits or legal proceedings.

D. To exercise any conversion privilege and/or subscription rights available in connection with any securities or other property, at any time held by it; to oppose or to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association any of the securities of which may at any time be held by it and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.

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E. To exercise, personally or by general or by limited power of attorney, any right, including the right to vote, appurtenant to any securities or other property held by it at any time.

F. To borrow money from any lender including the Trustee in its individual capacity in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Trust and to pledge any securities or other property for the repayment of any such loan.

G. To manage, administer, operate, lease for any number of years, regardless of any restrictions on leases made by fiduciaries, develop, improve, repair, alter, demolish, mortgage, pledge, grant options with respect to, or otherwise deal with any real property or interest therein at any time held by it, and to hold any such real property in its own name or in the name of a nominee, with or without the addition of words indicating that such property is held in a fiduciary capacity, and to cause to be formed a corporation or trust to hold title to any such real property with the aforesaid powers, all upon such terms and conditions as may be deemed advisable.

To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent

Exhibit 1 to the Complaint

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as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid in property on foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the bond secured by such mortgage, and to exercise and enforce in any action, suit or proceedings at law or in equity any rights or remedies in respect to any such mortgage or guarantee.

H. To hold part or all of the Trust Fund uninvested.

I. To employ suitable agents and counsel and to pay their reasonable expenses and compensation.

J. To register any securities held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities in bearer form.

K. To form corporations and to create trusts to hold title to any securities or other property, all upon such terms and conditions as may be deemed advisable.

L. To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers.

M. To transfer, at any time and from time to time, such part or all of the Trust Fund as it shall deem advisable to THE CHASE MANHATTAN BANK as Trustee of any trust which has been qualified under Section 401(a) and is exempt under Section 501(a) of the Internal Revenue Code of 1954, maintained by it as a medium for the collective investment of funds of

Exhibit 1 to the Complaint

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pension, profit-sharing or other employee benefit trusts of which it may from time to time be acting as Trustee, and to withdraw any part or all of the Trust Fund so transferred. The provisions of any such trust shall be deemed a part of this Agreement.

FIFTH: The powers listed in Article FOURTH of this Agreement shall be exercised by the Trustee in its uncontrolled discretion; provided, however, that the Pension Board may, at any time and from time to time, direct the approximate percentage or percentages of the Trust Fund to be invested in any one or more classes of securities. In so far as possible, the Trustee shall follow any such direction of the Pension Board, and the Trustee shall not be liable for any loss resulting, directly or indirectly, from any action taken by it in order to carry out any such direction of the Pension Board.

SIXTH: The words "securities or other property" as used in this Agreement shall be deemed to refer to any property, real or personal or part interest therein, wherever situate, including but without being limited to governmental, corporate or personal obligations, trust and participation certificates, leaseholds, fee titles, mortgages and other interests in realty, preferred and common stocks, and any other evidences of indebtedness or ownership, even though the same may not be legal investments for trustees under the laws applicable hereto.

SEVENTH: The Trustee shall pay out of the Trust Fund all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws against the Trustee or the Trust Fund.

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon by the Company and the Trustee. Such compensation and all expenses of administration of the Trust including counsel fees shall be withdrawn by the Trustee out of the Trust Fund unless paid by the Company.

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Notwithstanding the provisions of Article SECOND hereof all payments under this Article SEVENTH may be made without the approval or direction of the Pension Board.

EIGHTH: The Trustee shall render from time to time accounts of its transactions to the Pension Board and the Pension Board may approve such accounts by an instrument in writing delivered to the Trustee. In the absence of the filing in writing with the Trustee by the Pension Board of exceptions or objections to any such account within sixty (60) days, the Pension Board shall be deemed to have approved such account; and in such case, or upon the written approval of the Pension Board of any such account, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person other than the Company or the Pension Board may require an accounting or bring any action against the Trustee with respect to the Trust or its actions as Trustee.

NINTH: The Trustee shall be fully protected in relying upon a certification of a member of the Pension Board with respect to any instruction, direction or approval of the Pension Board, and protected also in relying upon a certification of the Company as to the membership of the Pension Board as it then exists, and in continuing to rely upon such certification until a subsequent certification is filed with the Trustee.

The Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee shall be under no duty to make any investigation or inquiry as to any

Exhibit 1 to the Complaint

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statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

The Trustee shall not be liable for the proper application of any part of the Trust Fund if distributions are made in accordance with the written directions of the Pension Board as herein provided, nor shall the Trustee be responsible for the adequacy of the Trust Fund to meet and discharge any and all distributions and liabilities under the Plan. All persons dealing with the Trustee are released from inquiry into the decision or authority of the Trustee and from seeing to the application of any moneys, securities or other property paid or delivered to the Trustee.

Neither the Trustee nor any member of the Pension Board shall be liable hereunder except for its or his own negligence or willful misconduct.

TENTH: Any Trustee acting hereunder may resign at any time by giving written notice to the Company. The Company may remove any Trustee at any time and in the case of the resignation or removal of any Trustee the Company shall appoint a successor Trustee. Any successor Trustee shall have the same powers and duties as those conferred upon the Trustee named in this Agreement. The removal of a Trustee and the appointment of a new Trustee shall be by a written instrument delivered to the Trustee.

ELEVENTH: This Agreement, other than paragraph A of Article THIRD, may be amended by the Company at any time or from time to time and in any manner, and the provisions of any such amendment may be made applicable to the Trust Fund as constituted at the time of the amendment

Exhibit 1 to the Complaint

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as well as to the part of the Trust Fund subsequently acquired; provided, however, that no such amendment shall increase the duties or change the compensation of the Trustee without its consent. Any such amendment shall be by a written instrument delivered to the Trustee.

TWELFTH: This Agreement and the Trust created hereby may be terminated at any time by the Company, and upon such termination or upon the dissolution or liquidation of the Company in the event that a successor to the Company by operation of law or by the acquisition of its business interests shall not elect to continue the Plan and this Trust, the Trust Fund shall be paid out by the Trustee as and when directed by the Pension Board in accordance with the provisions of Article SECOND hereof.

THIRTEENTH: This Agreement and the Trust created hereby shall be construed, regulated and administered under the laws of the State of New York, and the Trustee shall be liable to account only in the courts of that state. All contributions to the Trustee shall be deemed to take place in the State of New York. The Trustee may at any time initiate an action or proceedings for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions, and the only necessary parties defendant to such action shall be the Company and the Pension Board, except that the Trustee may, if it so elects, bring in as parties defendant any other person or persons.

FOURTEENTH: Any Company which is a subsidiary of the Company or which may be affiliated with the Company in any way and which is now or may hereafter be organized under the laws of the United States of

Exhibit 1 to the Complaint

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America, or of any State or Territory thereof, may, with the approval of the Board of Directors of the Company by resolution of its own Board of Directors adopt the Trust if such subsidiary or affiliate shall have adopted the Plan.

Any such subsidiary or affiliate may at any time segregate from further participation in the Trust under this Trust Agreement. Such subsidiary or affiliate shall file with the Trustee a document evidencing its segregation from the Trust Fund and its continuance of a trust in accordance with the provisions of this Trust Agreement as though such subsidiary or affiliate were the sole creator thereof. In such event, the Trustee shall deliver to itself as Trustee of such trust such part of the Trust Fund as may be determined by the Pension Board to constitute the appropriate share of the Trust Fund then held in respect of the eligible employees of such subsidiary or affiliate. Such former subsidiary or affiliate may thereafter exercise in respect of such Trust Agreement all the rights and powers reserved to the Company and to the Pension Board under the provisions of this Trust Agreement.

In a similar manner, the appropriate share of the Trust Fund determined by the Pension Board to be then held in respect of eligible employees in any division, plant, location or other identifiable group or unit of the Company or of any subsidiary or affiliate may be segregated, and the Trustee shall hold such segregated assets in the same manner and for the same purpose as provided above in the event of segregation of a subsidiary or affiliate and the Company or any successor owner of the segregated unit shall have the rights hereinabove provided for a segregated subsidiary or affiliate.

FIFTEENTH: This Trust shall be known as the "PENSION PLAN FOR WAGE EMPLOYEES OF FEDERAL SWEETS & BISCUIT CO., INC. TRUST".

Exhibit 1 to the Complaint

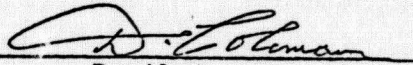
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SIXTEENTH: This Agreement shall be executed in any number of counterparts, each one of which shall be deemed to be the original although the others shall not be produced.

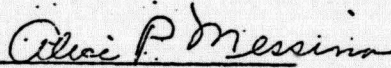
IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

FEDERAL SWEETS & BISCUIT CO., INC.

By


President

Attest:


Secretary

THE CHASE MANHATTAN BANK

By


Vice President

Attest:

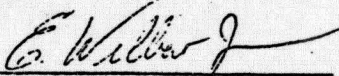

Pension Trust Officer

Exhibit 1 to the Complaint

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STATE OF ~~NEW JERSEY~~ }
COUNTY OF ~~Passaic~~ } SS.

On this 16 day of MAY, 1961, before me personally came DAVID COLEMAN, to me known, who being by me duly sworn, did depose and say: that he resides in at ; that he is president of FEDERAL SWEETS & BISCUIT CO., INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

James B. Strayer

Notary Public of New Jersey
Commission expires August 17, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

On this 5th day of October, 1961, before me personally came E. B. Gardner, to me known, who being by me duly sworn, did depose and say that he resides in Bedford, N. Y. at Cantitos Road and Hook Road; that he is a vice president of THE CHASE MANHATTAN BANK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Virginia M. White

VIRGINIA M. WHITE
Notary Public, State of New York
No. 03-4249470
Qualified in Bronx County
Cert. filed in New York County
Commission Expires March 30, 1963

Exhibit 1 to the Complaint *A. D. Jones*

EXHIBIT B

SUPPLEMENTAL AGREEMENT

This Agreement made as of *Sept 14, 1970* by and between Federal Sweets & Biscuit Company, Inc., a Delaware corporation (hereinafter referred to as the "Successor Corporation"), and The Chase Manhattan Bank (National Association) (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, Federal Sweets & Biscuit Co., Inc., a New York corporation (hereinafter referred to as the "Corporation"), a predecessor of the Successor Corporation entered into an Agreement of Trust made as of the first day of July, 1961, with the Trustee (hereinafter referred to as the "Agreement") which Agreement forms a part of the "Pension Plan for Wage Employees of Federal Sweets & Biscuit Co., Inc." (hereinafter referred to as the "Pension Plan"); and

WHEREAS, by a Purchase and Sale Agreement dated as of August 6, 1969 (hereinafter referred to as "Purchase Agreement"), the Corporation transferred substantially all its assets, properties and business to the Successor Corporation which thereby assumed all the rights, duties and obligations of the Corporation including those under the aforementioned Agreement and Pension Plan; and

WHEREAS, the Successor Corporation desires to continue the Pension Plan and Agreement;

NOW, THEREFORE, the Successor Corporation hereby acknowledges that it has succeeded to all the rights, duties and obligations of the Corporation under the said Agreement and Pension Plan, and the said Successor Corporation and the Trustee agree to amend the

Exhibit 1 to the Complaint

aforementioned Agreement of Trust pursuant to Article ELEVENTH,
as follows:

① First, all references in the Agreement to Federal
Sweets & Biscuit Co., Inc., a corporation duly organized
under the laws of the State of New York, shall now read
Federal Sweets & Biscuit Company, Inc., a corporation
duly organized under the laws of the State of Delaware.

② Second, all references in the Agreement to "Pension
Plan for Wage Employees of Federal Sweets & Biscuit Co.,
Inc." shall now read "Pension Plan for Wage Employees of
Federal Sweets & Biscuit Company, Inc."

ATTEST:

FEDERAL SWEETS & BISQUIT COMPANY, INC.

By

Frederick C. Kurland
President

THE CHASE MANHATTAN BANK, N.A.

By

[Signature]
Vice President

[Signature]
Trust Officer

Exhibit 1 to the Complaint

STATE OF Massachusetts)
COUNTY OF Suffolk) SS.

On this 27th day of February, 1970, before me,
personally came Frederick C. Kulow, to me known,
who, being by me duly sworn, did depose and say that he resides in
at ; that he is
President of Federal Sweets & Biscuit Company, Inc., the corporation
described in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like
order.

[Signature]

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 14th day of April, 1970, before me,
personally came George A. Rosenthal, to me known,
who being by me duly sworn, did depose and say that he resides in
New Hyde Park, N.Y. at 67 1/2 101st Avenue; that he is
a Vice President of THE CHASE MANHATTAN BANK (National Association)
the corporation described in and which executed the foregoing instrument;
that he knows the seal of said corporation, that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation, and that he signed his name thereto
by like order.

[Signature]

LILLIAN DI BRIZZI
Notary Public, State of New York
No. 43-0947625
Qualified in Kings County
Certificate filed in New York County
Term Expires March 30, 1971

PENSION PLAN FOR WAGE EMPLOYEES OF
INDUSTRIAL SUPPLY & SERVICE CO., INC.

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Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

This Pension Plan is to provide pensions to eligible wage employees of Federal Sweets & Biscuit Co., Inc, who meet the age and service requirements. The Plan is supported by contributions made by the Company, and no contributions are required of employees. The contributions are paid over to the Trustee to be held in trust for the exclusive benefit of employees and pensioners.

Section 1. Definitions

(1) "Company" means Federal Sweets & Biscuit Co., Inc. or any successor by merger, purchase or otherwise, with respect to its eligible employees; or any other company participating in the Plan as provided in Section 10 with respect to its eligible employees.

(2) "Board of Directors" means the Board of Directors of Federal Sweets & Biscuit Co., Inc.

(3) "Pension Board" means the Board that administers the Plan as provided in Section 6.

(4) "Trustee" means the Trustee or Trustees appointed from time to time by the Board of Directors to hold, invest and disburse the funds of the Plan, as provided in Section 7.

(5) "Effective date of the Plan" means July 1, 1961.

(6) The "fiscal year" of the Plan shall be from July 1 of each year through June 30 of each following year, commencing July 1, 1961.

Exhibit 1 to the Complaint

- 2 -

Section 2. Application of Plan

amended
by ⑤
1.3

(1) The Plan is applicable to all eligible wage employees, but subject to the age, service and other requirements of the Plan. An eligible employee is an employee in the service of the Company who is paid on an hourly basis. When an eligible employee retires under the Plan, he becomes a pensioner and thereby ceases to be an employee.

(2) Each eligible employee shall file such information as the Pension Board shall require to establish his eligibility for a pension before he shall be entitled to a pension.

(3) The Plan does not enlarge, affect or guarantee employment rights.

Exhibit 1 to the Complaint

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Section 3. Credited Service

(1) Credited service of an eligible employee for the purposes of the Plan is the same as accumulated seniority up to and including June 30, 1961, computed to the nearest half year. After June 30, 1961, one year of credited service shall be allowed for any fiscal year in which the eligible employee shall have worked at least 40 weeks, and one-half a year of credited service shall be allowed for any fiscal year in which the eligible employee shall have worked less than 40 weeks but not less than 24 weeks.

(2) Credited service shall terminate after June 30, 1961 upon the happening of any of the following contingencies, namely: (a) an employee is discharged for cause; (b) an employee voluntarily quits his job; (c) an employee's job is terminated permanently because of the abolition of said job; (d) an employee has been laid off for nine (9) months or more.

Following a break in credited service as defined above, a person re-employed shall start as a new employee.

(3) An eligible employee who after June 30, 1961 shall be absent from his work pursuant to leave of absence granted for military service in the armed forces of the United States and who returns directly to the service of the Company upon entitlement of discharge from such military service shall be credited with the period of such absence during which service would have otherwise been credited.

(4) If a pensioner is re-employed by the Company, his credited service upon subsequent retirement shall be that accumulated prior to his previous retirement plus any accumulated after re-employment.

(5) added by (E) p. 3

Exhibit 1 to the Complaint

- 4 -

Section 2. Eligibility and Amount of Pension

(1) An eligible employee who on the last day worked for the Company on or after the effective date of the Plan has attained age 65 shall be retired on the last day of the calendar month in which such age is attained. However, in special cases the Company may request employees to remain in service beyond age 65. During any such deferment the eligible employee shall be retired on the last day of the calendar month next following receipt by the Pension Board of written application made by the employee or by the Company at its discretion at any time.

(2) The pension payable each month shall be ^{25.00} \$15.00, but no pension shall be payable unless the employee has rendered 25 or more years of credited service at the time of retirement.

Amended by OP
3. Added by (2) p. 1

Section 5. Payment of Pension

(1) The pension shall be payable monthly for life, at the rate in effect on the date of retirement, commencing on the first day of the month following date of retirement and continuing to and including the month in which death occurs.

(2) If a pensioner is re-employed by the Company, his pension shall be discontinued during the period of re-employment.

(3) In the event of the death of a pensioner, or in the event that the Pension Board shall find that a pensioner is unable to care for his affairs, any payments due shall be paid by the Pension Board to the duly-appointed legal representative of the pensioner, and any such payments so made shall be a complete discharge of the liabilities of the Pension Board and the Plan therefor.

(4) Assignment, pledge or encumbrance of the pension shall not be permitted or recognized under any circumstances; nor shall the pension be subject to attachment or other legal process for debts of pensioners. Upon notice of any such assignment or attachment of any kind, the pension shall terminate and shall be applied by the Pension Board for the benefit of the pensioner, his spouse, children or other dependents, or any of them in such manner as the Pension Board shall in its exclusive discretion determine to be for the best benefit of the pensioner.

(5) added by (D. P. R.)

Exhibit 1 to the Complaint

- 6 -

Section 6. Administration of Plan

(1) The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed in a Pension Board of not less than three persons appointed by the Board of Directors to serve at the pleasure of the Board of Directors. Any member of the Pension Board may resign by delivering his written resignation to the Board of Directors and the Secretary of the Pension Board.

(2) The members of the Pension Board shall elect a Chairman from their number and a Secretary who may be but need not be one of the members of the Pension Board; may appoint from their number such committees with such powers as they shall determine; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; and at the expense of the Plan may retain counsel, employ agents and provide for such clerical, accounting and actuarial services as they may require in carrying out the provisions of the Plan, unless paid directly by the Company.

(3) The Pension Board shall hold meetings upon such notice, at such place or places, and at such time or times, as it may from time to time determine.

(4) Any act which the Plan authorizes or requires the Pension Board to do may be done by a majority of its members. The action of such majority expressed from time to time by a vote at a meeting or in writing without a meeting shall constitute the action of the Pension Board and shall have the same effect for all purposes as if assented to by all members of the Pension Board at the time in office.

(5) No member of the Pension Board shall receive any compensation for his services, as such member, and no bond or other security shall be required of him in such capacity in any jurisdiction.

Exhibit 1 to the Complaint

- 7 -

(6) Subject to the limitations of the Plan, the Pension Board from time to time shall establish rules for the administration of the Plan and the transaction of its business. The determination of the Pension Board as to any disputed question shall be conclusive.

(7) The Pension Board shall adopt from time to time tables and the rate of regular interest, compounded annually, which shall be used in all actuarial calculations required in connection with the Plan. Unless and until changed by the Pension Board, a rate of $3\frac{1}{4}$ per centum per annum shall be the applicable rate of regular interest. As an aid to the Pension Board in adopting tables and in fixing amounts of contribution payable to the Plan, the actuary designated by the Pension Board shall make periodic actuarial valuations of the contingent assets and liabilities of the Plan and shall recommend to the Pension Board tables and amounts of contribution for use by the Pension Board.

The Pension Board shall maintain accounts showing the fiscal transactions of the Plan, and shall keep in convenient form such data as may be necessary for actuarial valuations of the Plan. The Pension Board shall submit a report each year to the Board of Directors giving a brief account of the operation of the Plan during the past year, and a copy of such report shall be filed in the office of the Plan, where it shall be open to inspection by any eligible employee.

(8) The members of the Pension Board shall use ordinary care and diligence in the performance of their duties, but no member shall be personally liable by virtue of contract, agreement, bond or other instrument made or executed by him or on his behalf as a member of the Pension Board for any loss, unless resulting from his own gross negligence or willful misconduct.

Exhibit 1 to the Complaint

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(9) The members of the Pension Board shall comply with all rulings and regulations of the Internal Revenue Service or other governmental regulatory bodies respecting pension plans and trusts and any costs incurred in so doing shall be a charge against the funds of the Plan. If any legal action is brought against a member of the Pension Board personally or as a member of the Board in connection with any action he may have taken in pursuance of duties as a member of the Board, he shall be reimbursed from the funds of the Plan against any expenses he may have personally incurred in maintaining his defense of such action in the event said suit, or suits, has been successfully defended.

Section 7. Management of Funds

(1) All contributions to provide the benefits under the Plan shall be made by the Company.

(2) All of the funds of the Plan shall be held by a Trustee (or Trustees) appointed from time to time by the Board of Directors, in trust for use in providing the pensions under the Plan and for paying its expenses not paid directly by the Company; provided that no part of the corpus or income of the trust shall be used for or diverted to purposes other than for the exclusive benefit of employees and pensioners under the Plan, prior to the satisfaction of all liabilities of the Plan with respect to them; and provided that no person shall have any interest in, or right to, any part of the earnings of any trust pertaining to this Plan, or any rights in, or to, or under such trust or any part of the assets thereof, except as and to the extent expressly provided in the Plan.

Exhibit 1 to the Complaint

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Section 8. Amendment

The Board of Directors reserves the right at any time, and from time to time, to alter, modify, suspend, or amend in whole or in part any or all of the provisions of the Plan; provided that:

- (1) no modification or amendment shall be made which by reason thereof will deprive any employee or pensioner of any benefits under the Plan to which he would otherwise be entitled by reason of the accumulated assets held under the Plan on his account at that time; and
- (2) no modification or amendment shall make it possible for any part of the assets of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of employees and pensioners prior to the satisfaction of all liabilities of the Plan with respect to them; but provided that
- (3) any modification or amendment may be made, retroactively if necessary, which the Company finds necessary to bring the Plan into conformity with governmental regulations expressing a public policy or condition which must be conformed with in order to qualify the trust for the Plan as an exempt pension trust under the Internal Revenue Code.

Section 9. Termination

The Plan may be terminated at any time by the Board of Directors. In the event of termination of the Plan, all of the funds of the Plan shall be used for the benefit of employees and pensioners, and for no other purpose, except that any funds not required to satisfy all liabilities of the Plan for pensions because of erroneous actuarial computation shall be returned to the Company. The Pension Board shall determine on the basis of actuarial valuation the share in the assets to which each employee and pensioner is entitled, in the following order:

First, each pensioner and each employee in active service who has reached his 65th birthday and rendered 25 years of credited service shall be entitled to a share equal to the reserve computed to be required for his pension; provided that if the assets are insufficient to provide in full for such shares under this paragraph, each such share under this paragraph shall be reduced pro rata.

Second, each other employee shall be entitled to a share equal to the reserve computed to be required for his pension credits; provided that if the assets are insufficient to provide in full for such shares under this paragraph after provision for all shares under paragraph First, each such share under this paragraph shall be reduced pro rata.

The Pension Board may require that all shares be withdrawn in cash or in the form of immediate or deferred annuities, as the Pension Board shall determine.

Section 10. Affiliated or Subsidiary Companies

If any company is now or hereafter becomes a subsidiary or affiliated company of the Company, the Board of Directors may apply the Plan to the eligible employees of such subsidiary or affiliated company upon appropriate action by such company necessary to adopt the Plan with respect to such employees. In such event, or if any persons become eligible employees of the Company as the result of merger, consolidation or as the result of acquisition of all or part of the assets or business of another company, the Board of Directors shall determine to what extent, if any, credited service shall be allowed on account of previous service with such subsidiary, affiliated or other company, but subject to the continued qualification of the trust for the Plan as tax exempt under the Internal Revenue Code.

Section 11. Separation of Affiliated or Subsidiary Companies

Any subsidiary or affiliated company may terminate its participation in the Plan with respect to its eligible employees upon appropriate action by it, in which event, after provision is made for all those who have retired from the employ of such company or have not yet retired but have attained age 65 and rendered 25 years of credited service, the funds of the Plan held on account of all other eligible employees in the employ of such company not yet retired shall be determined by the Pension Board on the basis of actuarial valuation, and shall be applied as provided in Section 9 in the manner there provided if the Plan should be terminated; or shall be segregated by the Trustee as a separate trust, pursuant to certification to the Trustee by the Pension Board, continuing the Plan as a separate Plan for the eligible employees of such company under which the board of directors of such company shall succeed to all the powers and duties of the Board of Directors, including the appointment of members of the Pension Board.

Section 12. Construction

The provisions of the Plan shall be construed, regulated and administered under the laws of the State of New York.

Exhibit 1 to the Complaint

EXHIBIT D

AMENDMENT TO PENSION PLAN FOR
WAGE EMPLOYEES OF

FEDERAL SWEETS & BISCUIT CO., INC.

The Pension Plan of Federal Sweets & Biscuit Co., Inc.
is hereby amended as follows:

1. Paragraph (2) of Section 4 shall be amended to read
as follows:

(1) "(2) The pension payable each month shall be
\$25.00, but no pension shall be payable unless the
employee has rendered twenty-five (25) or more years
of credited service at the time of retirement."

2. Section 4 shall be amended by adding a new para-
graph (3) to the end thereof to read as follows:

(2) "(3) An eligible employee who is totally and per-
manently disabled (as described below) and who has
had at least fifteen (15) years of credited service at
the time of his initial disability shall be entitled
to a pension equivalent to the pension he would have
received if he would have been eligible to retire on
the date he last worked because of his disability. An
employee shall be considered totally and permanently dis-
abled for the purpose of this Section if he has been
declared disabled for the purpose of collecting dis-
ability benefits under the Federal Social Security
system."

This amendment shall be effective as of August 5, 1969.

FEDERAL SWEETS & BISCUIT CO., INC.

Corporate Seal

By: A. T. Trust

Attest:

A. P. Messing

Exhibit 1 to the Complaint

5. Section 5 shall be amended by adding to the end thereof a new paragraph 5 to read as follows:

① "5. Any person who was a pensioner on August 11, 1969 shall continue as a pensioner under the Plan without regard to the fact that such person was not an employee of Federal Sweets & Biscuit Company, Inc. No person shall lose any rights or obtain any additional rights under this Plan solely because the change of Company from Federal Sweets and Biscuit Co., Inc. to Federal Sweets & Biscuit Company, Inc."

This amendment shall be effective as of August 12, 1969.

FEDERAL SWEETS & BISCUIT CO., INC.

Corporate Seal

By: W. L. Latta

Exec. V. P.

Attest:

Q. P. Messersmith
Treas.

Federal Sweets & Biscuit Company, Inc. (a Delaware Corporation) hereby approves the foregoing amendment and agrees to be the "Company" under said Plan as amended.

FEDERAL SWEETS & BISCUIT COMPANY, INC.

By: George A. Shaps

Treas.

Attest:

Walter L. Latta
Secy.

Exhibit 1 to the Complaint

AMENDMENT TO PENSION PLAN FOR
WAGE EMPLOYEES OF
FEDERAL SWEETS AND BISCUIT CO., INC.

The Pension Plan of Federal Sweets & Biscuit Co., Inc.
is hereby amended as follows:

1. The definition of "Company" shall be amended to read as follows:

(3) "Company" means Federal Sweets & Biscuit Company, Inc. or any successor by merger, purchase or otherwise, with respect to its eligible employees; or any other company participating in the Plan as provided in Section 10 with respect to eligible employees.

2. The definition of "Board of Directors" shall be amended to read as follows:

(4) "Board of Directors" means the Board of Directors of Federal Sweets & Biscuit Company, Inc.

3. The first sentence of paragraph 1, Section 2 shall be amended to read as follows:

(5) "The Plan is applicable to all eligible wage employees working at the Clifton Plant of the Company, but subject to the age, service and other requirements of the Plan."

4. Section 3 shall be amended by adding to the end thereof a new paragraph 5 to read as follows:

(6) "5. An employee of Federal Sweets & Biscuit Co., Inc. who subsequently becomes an employee of Federal Sweets & Biscuit Company, Inc. shall not be considered to have a break in credited service."

Exhibit 1 to the Complaint

EXHIBIT E



State
of
DELAWARE

Office of SECRETARY OF STATE

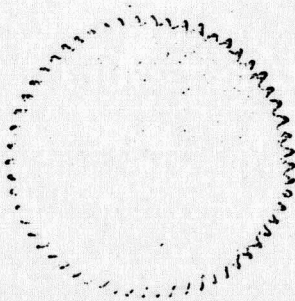
I, Robert H. Reed, Secretary of State of the State of Delaware,

do hereby certify that the Certificate of Incorporation of the "FEDERAL SWEETS & BISCUIT COMPANY, INC.", was received and filed in this office the seventh day of August, A.D. 1969, at 9 o'clock A.M.;

And I do hereby further certify that the aforesaid Corporation is no longer in existence and good standing under the laws of the State of Delaware having become inoperative and void the fifteenth day of April, A.D. 1973 for non-payment of taxes;

And I do hereby further certify that the aforesaid Corporation was proclaimed in accordance with the provisions of the General Corporation Law of the State of Delaware, on the twenty-third day of January, A.D. 1974, the same having been reported to the Governor as having neglected or refused to pay their annual Franchise Taxes for two consecutive years.

In Testimony Whereof, *I have hereunto set my hand*
and official seal at Dover this fifteenth *day*
of March *in the year of our Lord*
one thousand nine hundred and seventy-six.



Robert H. Reed

Robert H. Reed

Secretary of State

Grover A. Biddle

Grover A. Biddle Assistant Secretary of State

Exhibit 1 to the Complaint

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D.D.F. 3-3

EXHIBIT F
UNITED STATES DISTRICT COURT

for the _____ District of _____

In re

Federal Sweets & Biscuit
Company, Inc.

734177
} Bankruptcy No. 71-5391

Bankrupt*

DISCHARGE OF BANKRUPT

It appearing that the person named above has filed a petition commencing a case under the

Act on 4/8/71, was duly adjudged a bankrupt and that no complaint objecting to the discharge of the bankrupt was filed within the time fixed by the court [or that a complaint objecting to discharge of the bankrupt was filed and, after due notice and hearing, was not sustained]; it is ordered that

1. The above-named bankrupt is released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the bankrupt with respect to any of the following:

- (a) debts dischargeable under § 17a and b of the Bankruptcy Act;
 - (b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2) and (4) of § 17a of the Act;
 - (c) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clause (3) of § 17a of the Act, except those debts on which there was an action pending on the date when the petition was filed as specified above in which a right to jury trial existed and a party has either made a timely demand therefor or has submitted to this court a signed statement of intention to make such a demand;
 - (d) debts determined by this court to be discharged under § 17c (3) of the Act.
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process to collect such debts as personal liabilities of the above-named bankrupt.

Dated: September 3, 1974

THOMAS W. LAWLESS

Bankruptcy Judge

1123 John W. McCormack

Post Office - Court House

Boston, Ma. 02109

*Include all names used by bankrupt within last 6 years.

Exhibit 1 to the Complaint

EXHIBIT G

NAMES AND ADDRESSES OF
PERSONS RECEIVING PENSION
PAYMENTS FROM THE PENSION
PLAN OF FEDERAL SWEETS &
BISCUIT COMPANY, INC.:

Sam Augustine
10 Orange Avenue
East Patterson, N.J. 07407

Joseph Pino
296 Hathaway Street
Wallington, N.J. 07055

Fannie Biegel
82 Harding Avenue
Clifton, N.J. 07011

Vincenzo Salerno
545 McKinley Street
Passaic, N.J. 07055

Beryl Brunner
119 Valley Road
Clifton, N.J. 07013

Margaret Van Loon
16 Comfort Place
Clifton, N.J. 07011

Isabelle Johansen
80 Harding Avenue
Clifton, N.J. 07011

Helen Koltai
108 Lake Drive E
Lions Head Lake
Wayne, N.J. 07420

Lillian Moore
28 Van Wagoner Avenue
Clifton, N.J. 07013

Exhibit 1 to the Complaint

EXHIBIT H

NAMES AND ADDRESSES OF OTHER
PERSONS WHO HAVE WRITTEN TO
CHASE IN RESPECT OF THE
PENSION PLAN FOR WAGE EMPLOYEES
OF FEDERAL SWEETS AND BISCUIT
COMPANY, INC.:

Marie Hoedemaker
c/o Santo J. Lalomia, Esq.
Fontanella, Shashaty, Leonard
& Harris
140 Market Street
Paterson, N.J. 07505

Agnes Socha
162 Anderson Avenue
Wallinton, N.J. 07055

Fannie Biegel
82 Harding Avenue
Clifton, N.J. 07011

John Talamini
138 Christie Avenue
Clifton, N.J. 07011

D. Scheffer
c/o Mrs. Helen Scheffer
124 Nelson Street
Clifton, N.J. 07013

Gerard Neufeld
33 Comfort Place
Clifton, N.J.

Alfred L. Bauman
52 Lakewood Drive
Denville, N.J. 07834

Mae McAteer
700 Lafayette Avenue
Hawthorne, N.J.

Anthony Winnick
50 Clifton Blvd.
Clifton, N.J.

Exhibit 1 to the Complaint

EXHIBIT I

PENSION PLAN FOR WAGE EMPLOYEES OF FEDERAL
SWEETS & DISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
ACKROYD, S.	\$ 1,063.64
ALBERTO, E.	—
ALICEA, T.	416.05
ALVARADO, J.	364.29
ARNONE, A.	—
* ARROYO, E.	69.43
AUGUSTINE, S.	2,163.06
AWDZIEJ, L.	—
BAUMAN, A.	2,225.26
BENIUK, O.	219.43
BERNER, E.	1,403.14
BICE, M.	1,269.50
* BIELECKI, B.	28.93
* BILLY, J.	91.71
BORZOTTA, P.	1,214.21
* BRANDECKER, V.	1,477.90
BREMUS, E.	1,266.43
BUCKLEY, M.	1,355.11
BUGAJ, S.	1,022.80
CALTAVUTURO, C.	—
CAMACHO, P.	25.89
CANNUSCIO, P.	—

Exhibit 1 to the Complaint

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PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
* CARABALLO, B.	\$ 40.96
CARLSON, A.	1,050.42
CARLSON, M.	996.71
CARRASQUILLO, G.	558.56
CHALNERS, P.	5.41
* CIPIN, P.	1,160.46
COHEN, S.	1,211.04
* COLON, C.	451.56
* COOPER, F.	21.37
COSTA, N.	115.02
COSTA, S.	218.50
COYLE, H.	—
CRACOLICI, M.	173.41
CRISALLE, N.	1,736.31
CRUZ, Amado	69.26
CRUZ, Ana	398.09
CRUZ, Andres	550.51
CRUZ, Enrique	194.25
CRUZ, Evangelista	469.11
CRUZ, O.	289.33
CULLEN, A.	325.80
D'ANGELO, G.	—
* DEL CORSO, A.	637.92
DE LEO, D.	—
DE RIVERA, I.	332.59

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
DE YOS, H.	\$ —
DIAZ, A.	140.53
DIAZ, L.	133.39
DIDUCH, H.	586.00
DOTY, B.	7,666.16
DUDZIK, B.	—
DUNLAP, C.	65.14
EROEZUL, M.	—
ESPOSITO, J.	1,462.73
EZZO, R.	864.68
* FAVIA, P.	307.97
FAZIO, F.	—
FEELEY, R.	—
FIDUCCIA, Maria	—
FIDUCCIA, Michele	1,287.85
FISHER, A.	704.46
* GALANOWSKY, M.	913.19
* GALLI, J.	14.09
GARCIA, J.	922.30
GIUNTA, A.	720.66
GONZALEZ, R.	—
GUIFFRE, J.	991.82
HANENBERG, P.	—
HARAYDA, A.	1,216.20
HARLANOVICH, Y.	—

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971.
HAUSER, M.	\$ 797.86
HAYKA, I.	—
HEALY, E.	1,923.44
HEBERLING, A.	1,443.11
HENHEMAN, G.	1,202.16
HEREDIA, A.	53.14
HERNANDEZ, D.	526.90
HERNANDEZ, E.	—
HERNANDEZ, J.	278.05
HERNANDEZ,	—
HINTON, G.	667.97
HITES, M.	971.23
HOEDEMAKER, M.	1,922.27
HOHOLIK, M.	1,499.19
HOLDOSI, T.	157.18
KAIMACHNIKOV, M.	—
KALENAK, M.	726.77
* KALINA, A.	1,501.42
KAUNE, M.	—
* KOBYLARZ, A.	1,067.58
KRZANOWSKI, A.	—
LARAQUE, O.	—
LIS, B.	—
LORENC, J.	—
LUCAS, A.	1,402.75
LUPINACCI, I.	1,374.66

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SHEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
MAJKA, G.	# —
MAKARENKO, K.	632.31
* MAKARWICZ, W.	1,566.65
* MALDONADO, D.	198.78
MALDONADO, I.	723.82
MARTINEZ, J.	541.72
MASIUK, O.	429.99
MATWIJISZYN, T.	13.34
MAZUREK, A.	—
McATEER, M.	772.18
MEDINA, A.	429.66
MENDEZ, C.	921.42
* MENDEZ, S.	99.20
MENDICK, A.	540.14
* MENENDEZ, L.	44.21
MESAROS, G.	—
* MESIS, O.	913.19
MIHALY, M.	—
MILANAIAK, M.	930.81
MILLER, G.	1,923.44
MISERENDINO, P.	—
MOCCIA, T.	309.13
MONTGOMERY, F.	1,024.40
MORALES, B.	101.40
MORALES, H.	223.68

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
MORALES, M.	\$ 387.25
NEITE D, G.	1,451.59
NIEVES, C.	904.85
NUSS, M.	695.11
O'KARIA,	978.75
ONAZKI,	987.32
ORTIZ, J.	513.92
ORTIZ, M.	123.55
* PADDOCK, E.	2,386.56
PELENSKIJ, W.	2,237.90
PERINI, P.	745.69
PLISHKA, K.	732.97
* POINTER, D.	1,166.50
POLACK, H.	—
PORTLESNIK, L.	1,259.99
Puccio, O.	—
REGAN, S.	—
REMICK, A.	—
RIVADENEIRA, J.	158.76
RIVAS, J.	187.47
RIVERA, E.	31.44
RIVERA, M.	420.43
RIVERA, R.	111.29
RODRIGUEZ, A.	223.63
RODRIGUEZ, J.	53.89

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
* ROMAN, M.	\$ 1,369.54
* ROMANIUK, J.	1,412.69
ROMON, F.	502.98
RONDA, R.	377.87
ROSSO, W.	794.24
RUIZ, A.	262.94
RUIZ, C.	500.86
RUIZ, E.	297.14
RUIZ, J.	4.37
RUTHERFORD, B.	376.58
RYKURA, M.	-
RYNBRAND, B.	2,038.08
SALO, G.	1,310.58
SANDS, D.	1,538.64
SAN FILIPPO, J.	2,410.05
SAN FILIPPO, N.	-
SANTANA, R.	6.08
SCARPULLA, D.	80.92
* SCHAFFER, D.	2,899.10
SEASOCK, A.	1,230.36
SHINKO, M.	-
SITARZ, O.	1,017.48
* SMOLENAK, M.	2,099.12
* SOCHA, A.	1,887.21
SOLERO, P.	633.69

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & DISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
SOTO, A.	\$ 220.91
STABILE, E.	560.26
* STABILE, Giuseppe	882.54
* STABILLE, Gary	15.89
STRUNK, L.	958.64
SUDOL, V.	-
SZACIK, W.	667.44
TALAMINI, J.	744.99
TALITSCH, M.	1,815.75
TERNOVSKY, E.	1,106.94
TERPSTRA, J.	-
TODORIW, D.	337.89
TOKOVICZ, L.	200.42
TOPCZIJ, M.	1,743.12
TOPCZIJ, W.	-
TORCIVIA, O.	161.51
TORCIVIA, S.	-
TORRES, G.	708.71
TORRES, R.	-
TOTH, I.	8.15
* TRUBIKIN, A.	911.96
VALENZUELA, M.	-
VAN BODEGON, J.	611.45
VANDERJAGT, J.	-
VAN. WYK, A.	-

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971
VARGAS, R.	\$ 24.13
VASQUEZ, J.	9.14
VIDA, M.	1,261.15
VOCO, T.	16.04
VOGLE, H.	474.99
YOLINSKI, J.	963.87
VOLINSKI, M.	610.09
VOLONNINO, M.	300.01
WALKER, P.	—
WASHINGTON, F.	419.63
WASHINGTON, H.	—
WAYTUK, A.	1,698.65
WINNICK, A.	946.93
WRIGHT, J.	734.89
* ZIMMERMAN, F.	949.73
GRAND TOTAL	\$ 127,410.89

* will have 25 years of credited service after age 65
but prior to the attainment of age 70.

Exhibit 1 to the Complaint

EXHIBIT J

AGREEMENT TO RETAIN COUNSEL

The undersigned, being employees and former employees of Federal Sweets & Biscuit Co., Inc. and Federal Sweets & Biscuit Company, Inc., do hereby retain the law office of Goldman, Carlet, Garrison & Bertoni for the purpose of representing us in reference to a certain pension plan which was in effect at the time we were employees of Federal Sweets & Biscuit Co., Inc. and Federal Sweets & Biscuit Company, Inc. We understand that Goldman, Carlet, Garrison & Bertoni will represent our interests in attempting to get a distribution of the proceeds held in the pension plan and further to represent us in the U. S. District Court in Boston, Massachusetts in reference to certain claims being made against Federal Sweets & Biscuit Co., Inc. and Federal Sweets & Biscuit Company, Inc. and other contributors to the plan.

We further agree that John Talamini be designated as our representative to deal directly with the firm of Goldman, Carlet, Garrison & Bertoni in reference to these matters.

Algo Sitarz
447 Pauline Ave.
Passaic, N.J.
Samuel H. Hefner
33 Comfort Place
Clifton N.J. 07011

John Talamini
138-CHRISTIE AVE, CLIFTON, N.J.
Agnes S. Schar
162 Anderson Ave, Wallington, N.J.
John W. Boddy
75 CLARK ST. GARRISON, N.J.

Alfred L. Bauman
52 Lakewood Dr.
Denville, N.J. 07834

Anthony W. Winkler
50 Clifton Blvd
Clifton, N.J.

Fannie Biegel 80 Harding Ave Clifton N.J.

Exhibit 1 to the Complaint

GASTON Hinton 517 E 18th St
Paterson, N.J.

Helen Vyle 321 Boulevard
Passaic N.J.

Lin A Dumas

7 DAVIDSON ST
CLIFTON N.J.

Pietro Zanic
25 Kipp Ave.
Lodi, N.J.

Natalie Costa
104 Madison Ave
Garfield, N.J.

Margaret Kame
73 - 8th Ave
Passaic N.J.

Stella Regan.
280 Gregory Ave.
Passaic N.J.

Aldo Fisher
2-2 F Mallick St
Paterson N.J.

Bradner Doty
52 Canal St.
Paterson N.J.

Ann Waytek
64 Orono St.
Clifton, N.J.

Marion C. Buckley
431 Clifton Blvd.
Clifton, N.J. 07013

Olivia Zocaira
116 Washington St.
Passaic.

07055
Santo Zocaira
100 Washington St
Passaic N.J.
07055.

Exhibit 1 to the Complaint

Victorio Miserehen Sano
367 Monroe St. - Passaic.

3
Lalotia Bobe
35 HAMMOND AVE
PASSAIC, N.J.

Posne Nicko
Polis on av

Marice Topczij
576 Main ave
Waldman
PASSAIC TOPCZIJ

Jane Lupinac
39 GOULD ST
CLIFTON N.J. 07013

Katovno Makarnto
576 Main ave
PASSAIC

Anita O'Karma
62 Christa
Clifton N.J.

Antonette Seavick
120 Campbell Ave
Clifton N.J.

Margaret Hansen
248 Asherman
Clifton N.J.

Emily Ternowsky
30-Bowdoin St
Clifton N.J.

Alice Mendech
17 Linwood Terr
Clifton N.J.

Josephine Valenski
103 Campbell Ave
Clifton, N.J.

Mary Jane Hoholik
40 Lisbon St.
Clifton, New Jersey

Margaret Valenski
59 Quentel Place
Passaic N.J.

Mathleen Plisher
13 Huron Ave.
Clifton, New Jersey
Grand Grapell
33 Cornhill Pl
Clifton, N.J.

Exhibit 1 to the Complaint

Helen Angel Minnemann - Joseph Minnemann
 26 Mallett Ave 144 Burgess Place
 Passaic, N.J. Passaic, New Jersey.
 Michele Fenuccio - Liborio Ali
 20 Comptort PL 320 Madison
 Clifton Passaic N.J.
 Helen DeLuca
 307 HOPE AVE
 CLIFTON, N.J.
 Paul Cammuscio
 353-madison st
 Passaic, N.J.
 Josephine San Felippo
 43 Linden Ave
 Clifton N.J.
 Jennie Van Der Jagt
 165 Tremble Ave
 Clifton N.J.
 Natale San Felippo
 73 Linden Ave
 Clifton N.J.
 Nancy Brisalle
 88 Orchard Dr.
 Clifton N.J.
 Gavino Canapillo
 94 Hamanito Ave
 Passaic, N.J.
 Maria Carlson
 45 Homer St.
 Clifton, N.J.
 Mrs Dorothy Schaffer
 196 Ackerman Ave
 Clifton
 N.J.

Exhibit 1 to the Complaint

2 Gary Vela
241 Ackerman Ave
Clifton
N.J.

George Henneman
607 Paulison Av
Clear Mendez
391 Madison St
Passaic N.J.

Nancy Milandich
64 Center St.,
Clifton N.J. 07011

Alb. Hambrick
638 Paulson Ave.
Enigma City
204 Dayton Ave
Passaic, N.J.

na Cruz
04 Dayton Ave
Passaic, N.J.

Eddie Ruiz
37 Parker Ave
Passaic N.J.

Sebastiano Zaitac
397 Boulevard of
Passaic N.J.

Encarnacion Ferraz
377 Harrison St. Apt 4.
Passaic

Quon C. Alvarado
80.4 St Passaic

Segundo Mendez
399 Monroe St
Passaic N.J.

Elise Brumma
88 Genesieve Ave.
Hawthorne, N.J.

Mae Mc Atter
700 Lafayette Ave.
Hawthorne, N.J.

Manuel P. Velazquez
23 Aspen place
PASSAIC, N.J.

Mrs. Grace Miller
169 Lee Ave
Haledon, N.J. 07508

Barbara Rynderslund
60 North 5th
Paterson

Exhibit 1 to the Complaint

Randy Renda
164 Madison St
Passaic N.J.

Manacresedici
351 Highland Ave
Clifton N.J. 07011

Rose Darty
226 Monroe St
Passaic N.J.

Exilia Stabile
242 Cumberland Ave
Paterson N.J. 07502

Leresa moecia
25 Leonardo St
Clifton N.J. 07011

Elaine Reedy
406 6th Ave
Clifton, N.J. 07011

Kelen Washington
115 Linden St.

Passaic, New Jersey
Gregory Solo
544 Gregory Ave.
Passaic N.J.

Allice Culler
358 Lafayette Avenue
Passaic, New Jersey

Efrain Rivera
440 Gregory Ave
Passaic N.J.

Domus Milbonado
10 Rosy Place
Passaic, N.J. 07055

Andrey Trubikin
192 Palisade Ave
Garfield.

Genoveva Jones
10 Rosy Place
Passaic, N.J. 07055

Esteban Hernandez
63 Columbia Ave
Passaic N.J.

Wladymyr Pelenstrij
79 Alfred, str. Clifton, N.J.

Exhibit 1 to the Complaint

Adolf Lavin
15. MONROE Street Passaic N.J.

PHOEBE CIPIN
327 PAULISON AVE
PASSAIC, N.J. 07055
Josh Galt

MARAR RYKOWA
12-Jackson St. Passaic N.J. 07055

LOUIS TOKOVICZ
94 COLFAX AVE
CLIFTON N.J. 07011

Lomytro Todordus
227 Parker Ave apt. 17
Clifton, N.J. 07011

IRWAN HAYDA
133. 95th

PASSAIC N.J. 07055

ANNA KALINA (?)

42 MERCER ST.

WALLINGTON N.J. 07057

Tommaso De Leo Passaic Train. Ave 321

Ira Elba Seto - 81 Hope Ave. Passaic, N.J. 07055

Adm. Rodriguez - 221 Monroe St. Passaic N.J. 07055

HILDA TOKOVICZ (?)
94 COLFAX AVE
CLIFTON N.J. 07011
Remon Tons

376 PAULISON AVE
Passaic N.J.

Joseph Stabile (?)
242 Cumberland Ave

Paterson N.J. 07502

Mrs Mary Roman
185 Madeline Ave
Clifton N.J. 07011

Exhibit 1 to the Complaint

EXHIBIT K

BERGEN - Passaic County Telephone Book - March 1976
PHONE CALLS LAST KNOWN ADDRESS
WORD OF MOUTH

PENSION PLAN FOR WAGE EMPLOYEES OF FEDERAL
SWEETS & DISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	N.S. AREA CODE PHONE No.
ACKROYD, STELLA	\$ 1,063.64	201 -
ALBERTO, EVELIO	-	
ALICEA, TIBURCIO	416.05	
ALVARADO, JUAN CRUZ	364.29	
ARNONE, ANDREA	-	
* ARROYO, ENCARNACION	69.43	
AUGUSTINE, SAM, 10 ORANGE AVE., E. PATERSON, N.J. 07407	2,163.06	CURRENTLY RECEIVING PENSION
AWDZIEJ, LUBA	-	
BAUMAN, (ALFRED) A, CEDAR KEY, FLORIDA 3445	2,225.26	
BENIUK, OLGA	219.43	
BERNER, EMILIE	1,403.14	
BICE, (MARGARET) M. 506 OAK ST, PASSAIC, N.J.	1,269.50	979-4192
* BIELECKI, BENJAMIN, 67 8TH AVE, PASSAIC, N.J.	28.93	473-6839
* BILLY, JOSEPHINE	91.71	
BORZOTTA, (PAULINE) P. 171 MADEIRA AVE, CLIFTON, N.J.	1,214.21	478-0548
* BRANDECKER, (VALENTINE) V. 43 JAY ST, CLIFTON, N.J.	1,477.90	684-3184
BREMUS, (ELEANOR) E. 88 GENEVIEVE AVE, HAWTHORNE, N.J.	1,266.43	427-9624
BUCKLEY, MARION, 431 CLIFTON BLVD, CLIFTON, N.J.	1,355.11	4 -
BUGAJ, (STEFAN) S. 365 HOPE AVE, CLIFTON	1,022.80	
CALTAVUTURO, CATENA	-	
CAMACHO, PEDRO	25.89	
CANNUSCIO, PAUL	-	

List as of Oct 8 1976

Exhibit 1 to the Complaint
PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	PHONE No.
* CARABALLO, BENILDA	\$ 40.96	
CARLSON, ALBERT	1,050.42	
CARLSON, M. ^(MARIA) 45 HOMER ST, CLIFTON, N.J.	996.71	473-3672
CARRASQUILLO, GABINO	558.56	
CHALNERS, PAULETTE	5.41	
* CIPIN, P. HOEBE DECEASED	1,160.46	
COHEN, SYLVIA, 516 OAK ST, PASSAIC, N.J. 07055	1,211.04	779-3100
* COLON, CASILDO	451.56	
* COOPER, FRANCES	21.37	
COSTA, NATALIE	115.02	
COSTA, SALVATORE	218.50	
COYLE, HELEN	—	
CRACOLICI, MARIA	173.41	
CRISALLE, NANCY 88 ORCHARD DRIVE CLIFTON, N.J.	1,736.31	471-8357
CRUZ, Amado	69.26	
CRUZ, Aqua, 373 MONROE ST, PASSAIC, N.J.	398.09	773-1485
CRUZ, Andres, 41 FEDERAL ST, PASSAIC, N.J.	550.51	
CRUZ, Enrique, 373 MONROE ST, PASSAIC, N.J.	194.25	773-1485 779-3100
CRUZ, Evangelista	469.11	
CRUZ, OLGA	289.33	
CULLEN, A. ^(ALICE)	325.80	
D'ANGELO, GIUSEPPE	—	
* DEL CORSO, ANITA	637.92	
DE LEO, D. 321 MAIN ST, PASSAIC, N.J. ^(DOMINIC)	—	471-0934
DE RIVERA, INES	332.59	

Letitia Julia 8.16.76

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE. No.
DE YOS, HERMAN	\$ -	
DIAZ, ANTONIO	140.53	
DIAZ, LUIS	133.39	
DIDUCH, HELENA, 307 HOPE AVE., CLIFTON, N.J.	586.00	546-3188
DOTY, BRADNER, 198 PAXTON, PATERSON, N.J.	1,666.16	278-8903
DUDZIK, BERTHA	-	
DUNLAP, C. 339 BROADWAY, PATERSON, N.J. (CHARLES)	65.14	525-7713
? ERDEBUL, MORDEHAY	-	
ESPOSITO, JAMES, 6002 MEADOWVIEW AVE., NORTH BERGEN, N.J.	462.73	868-6051
EZZO, RUTH, 276 EMERSON AVE., PATERSON, N.J.	864.68	279-1075
* FAVIA, P. 25 KIPP AVE., LOBI, N.J. (PIETRO)	307.77	471-9630
FAZIO, F.	-	
FEELEY, R.	-	
FIDUCCIA, Maria	-	
FIDUCCIA, Michele 20 COMFORT PL., CLIFTON, N.J.	287.85	472-1388
FISHER, ALDO	704.46	
* GALANOWSKY, MARY, 37 MEADOWVIEW AVE., CLIFTON, N.J.	913.19	773-6386
? * GALLI, J.	14.09	
GARCIA, JULIA, 37 VREELAND AVE., PASSAIC, N.J.	722.30	773-0586
GIUNTA, ANNA	720.66	
GONZALEZ, R.	-	
GUIFFRE, Joseph 38 SUMMIT ST. PASSAIC, N.J.	971.82	779-2104
HANENBERG, P.	-	
HARAYDA, ANA DECEASED	1,216.20	
HARLANOVICH, Y.	-	

List as of July 8, 1976

Exhibit 1 to the Complaint

PENSION PLAN FOR THE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME

RESERVES FOR ACCRUED PENSIONS
AS OF MARCH 31, 1971.

TELE No.

HAUSER, MARLENE 26 BEDWIN ST., CLIFTON, N.J.	497.86	779-0390
HAYKA, I.	—	
HEALY, ELSIE, 40-6TH AVE, CLIFTON, N.J.	1,923.44	772-0298
HEBERLING, ANNA, 346 SUSSEX ST., PATERSON, N.J.	443.11	742-1924
HENHEMAN, GEORGE, 609 PAULSON AVE., CLIFTON, N.J.	1,202.16	778-4942
HEREDIA, ALTA GRACIA	53.14	
HERNANDEZ, DICHIGO	526.90	
HERNANDEZ, ESTERAN REYES, RR 866 BOX 691 — SA JARCO, PUERTO RICO 00648	—	ALSO COLLOMBE PUERTO RICO
HERNANDEZ, JUANITA	778.05	
HERNANDEZ, P.	—	
HINTON, G. 4th, 99 N. 7TH ST., PATERSON, N.J.	667.97	271-9736
HITES, MARY, RD 2 ROCKAWAY VALLEY RD., BOONTON, N.J. 07005	971.23	335-0625
HOEDEMAKER, M. ARIE, 23 GLEN OAKS COURT, CLIFTON, N.J.	1,922.27	773-6747
HOHOLIK, MARY JANE,	1,499.19	
HOLDOSI, TERI	157.18	
KAIMACHNIKOV, MARIA	—	
KALENAK, MARY, 109 WOOD ST., GARFIELD, N.J.	726.77	478-5692
* KALINA, ANNA	1,501.42	
KAUKE, MARGARET	—	
* KOBYLARZ, ANNA	1,067.58	
KRZANOWSKI, ANNA MAR	—	
LARAQUE, O.	—	
LIS, B.	—	
LORENC, J.	—	
CHARGE TO LUZAS, ALICE, 245 PRUSSIAN AVE., PRUSSIAN, N.J.	402.75	472-9146
LUPINACCI, IRENE, 39 CEDAR ST., CLIFTON, N.J.	1,374.66	

List as of July 1, 1971

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE. No.
MAJKA, G.	# —	
MAKARENKO, KATARINA	632.31	
* MAKARWICZ, WIERA	1,566.65	
* MALDONADO, DAMASO, 17 SHERMAN ST, PASADENA, CA 91106	198.78	472-7016
MALDONADO, ISAOEL	123.82	
MARTINEZ, JUANITA, 444 E. GREGORY AVE, PASADENA, CA 91106	541.72	777-9098
MASIUK, OLGA	429.99	
MATWJISZYN, THERESA	13.34	
MAZUREK, A.	—	
MCATEER, MARY, 700 LAFAYETTE AVE, HAWTHORNE, N.J.	742.18	427-9262
MEDINA, ANA	429.66	
MENDEZ, CESAR	921.42	
* MENDEZ, SEBASTIAN	99.20	
MENDICK, ALICE, 47 LORNWOOD TER, CLIFTON, N.J.	540.14	
* MENENDEZ, LEONARDO	41.21	
MESAROS, G.	—	
* MESIS, ONELIA	913.19	
MIHALY, M.	—	
MILANAUK, MARY, 64 CENTER ST, CLIFTON, N.J.	930.81	546-4617
MILLER, GRACE, 169 LEE AVE, HALENDON, N.J.	1,923.44	523-3898
MISERENDINO, P.	—	
MOCCIA, TERESA	309.13	
MONTGOMERY, FLORENCE, 995 E. 27TH ST, PATTERSON, CA 95763	1,024.40	279-7728
MORALES, BENICIO	101.40	
MORALES, HERMAN	203.68	

List as of July 8, 1976

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE. No.
MORALES, MARIA	387.25	
NEUFELD, G. 33 COMFORT PL. CLIFTON, N.J.	451.54	471-1380
NIEVES, CORNE	904.85	
NUSS, MARY	695.11	
O'KARMA, A. 62 CHRISTIE AVE, CLIFTON, N.J.	978.75	478-3444
ONAZKI, ANNA, BOULEVARD AVE, PASSAIC, N.J.	987.32	
ORTIZ, JOSE	513.92	
ORTIZ, MANUEL	123.55	
* PADDOCK, ELSIE, 163 PARKER AVE, HAWTHORNE, N.J.	2,386.56	427-3629
PELENSKI, WLODYMIR	2,237.90	
PERINI, PETER	745.69	
PLISHKA, KATHLEEN, 97 HURON AVE, CLIFTON, N.J.	732.99	471-2631
* POINTER, DESSIE, 227 SUMMER ST., PASSAIC, N.J.	166.50	773-1931
POLACK, H.	-	
PORTLESNIK, LIUBOV, 29 WESTERVELT PLACE, PASSAIC, N.J.	1,259.99	777-9012
Puccio, O.	-	
REGAN, S.	-	
REMICK, A.	-	
RIVADENEIRA, JUAN	158.76	
RIVAS, JULIA, 11 PEPEN ST, APT 50, PASSAIC, N.J.	187.47	473-6931
RIVERA, EFRAIN	31.44	
RIVERA, MARIN	420.43	
RIVERA, RAUL	111.29	
RODRIGUEZ, ADA	223.63	
RODRIGUEZ, JULIO	53.89	

List as of July 8, 1976

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & BISCUIT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE. No.
* ROMAN, MARY, 185 MADRELINE AVE, CLIFTON, N.J.	1,369.54	772-0570
* ROMANIUK, JOHN	1,412.69	
ROMON, FELICITA, 21 COURT ST., PATERSON, N.J.	502.98	
RONDA, ROSSY	377.87	
ROSSO, Walter (Dec'd.)	794.24	
RUIZ, ANGEL	262.94	
RUIZ, CARMEN	500.86	
RUIZ, EDDIE	297.14	
RUIZ, JUAN-NEVES	4.37	
RUTHERFORD, BERNARD	376.58	
RYKURA, M.	-	
RYNBRAND, BARBARA	2,038.08	
SALO, GREGOR	1,310.58	
SANDS, DOROTHY	1,538.64	
SAN FILIPPO, Josephine, 73 LINDEN AVE, CLIFTON, N.J.	2,410.05	777-5308
SAN FILIPPO, NATALE	-	
SANTANA, RAMON	6.08	
SCARPULLA, DOMINICK	80.92	
* SCHAFER, DOROTHY, 40 LINCOLN PL., CLIFTON, N.J.	2,899.10	772-5111
SEASOCK, Antoinette, 120 CAMPBELL AVE, CLIFTON, N.J.	1,230.36	
SKINKO, M.	-	
SITARZ, OLEA, 449 PAULSEN AVE., PASSAIC, N.J.	017.48	778-8713
* SMOLENAK, MARGARET	2,099.12	
* SOCHA, AGNES, 162 ANDERSON AVE., WALLINGTON, N.J.	1,887.21	777-5598
SOLERO, PETRA, 41 FEDERAL ST., PASSAIC, N.J.	633.69	

List as of July 8, 1976

Exhibit 1 to the Complaint

PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & DISCOUNT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE No.
SOTO, ANA	\$ 220.91	
STABILE, E. ^{Edith}	560.26	
* STABILE, Giuseppe	882.54	
* STABILLE, Gary	15.89	
STRUNK, LILA, 967 MAIN AVE, PATTERSON, NJ	958.64	279-0190
SUDDOL, VERNA, 111 CAMPBELL AVE, CLIFTON, N.J.	—	
SZACIK, WALTER, 64 WESSINGTON AVE, GARFIELD, NJ	667.44	546-2459
TALAMINI, JOHN, 138 CHRISTIE AVE, CLIFTON, NJ	744.99	772-2168
TALITSCH, MARGARET	1,815.75	
TERNOVSKY, EMILY, 30 BEDWIN ST, CLIFTON, NJ	106.94	
TERPSTRA, J.	—	
TODOROW, DMYTRO	337.89	
TOKOVICZ, LUIS	200.42	
TOPCZIJ, MARIA	1,743.12	
TOPCZIJ, W.	—	
TORCIVIA, ONDREJO, 116 WASHINGTON PL, PASSAIC, NJ	161.51	777-6917
TORCIVIA, S.	—	
TORRES, GENDIEVA, 10 ROSE PLANE, PASSAIC, NJ	15708.71	773-7657
TORRES, R.	—	
TOTH, ILONIA	8.15	
* TRUBIKIN, ANDRE, 192 PALISADE AVE, GARFIELD, NJ	11.96	546-2564
VALENZUELA, M.	—	
VAN BODEGON, JACOB, 75 CLARK ST, GARFIELD, NJ	11.45	340-0578
VANDERTAGT, JENN., 107 W. 10TH ST, NJ	—	678-4527
VAN WYK, ABRAHAM	—	

Letter of July 8, 1971

Exhibit 1 to the Complaint
PENSION PLAN FOR WAGE EMPLOYEES OF
FEDERAL SWEETS & DISCUT CO., INC.

NAME	RESERVES FOR ACCRUED PENSIONS AS OF MARCH 31, 1971	TELE. No
VARGAS, RAMON	\$ 24.13	
VASQUEZ, JOSE	9.14	
VIDA, MARY 241 ACHERMAN AVE, CLIFTON, N.J.	1,261.15	546-3645
VOCCO, TERESA	16.04	
VOGLE, Helen 321 BOULEVARD, PASSAIC, N.J.	474.99	777-0691
VOLINSKI, JOSEPHINE 103 CAMPBELL AVE, CLIFTON, N.J.	963.87	
VOLINSKI, MARGARET 59 EIGHTH ST, PASSAIC, N.J.	610.09	473-3712
VOLONNINO, MIKE	300.01	
WALKER, P.	—	
WASHINGTON, Frances	419.63	
WASHINGTON, Helen	—	
WAYTUK, Anne 64 ORONO ST, CLIFTON, N.J.	1,698.65	777-0245
WINNICK, Anthony 50 CLIFTON BLVD, CLIFTON, N.J.	46.93	778-5923
WRIGHT, John 254 CHESTNUT ST, PASSAIC, N.J.	734.89	777-2734
* ZIMMERMAN, FANNIE	949.73	
GRAND TOTAL	\$ 127,410.89	

* will have 25 years of credited service after age 65
but prior to the attainment of age 70.

Secretary July 8, 1971

Exhibit 1 to the Complaint

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

----- x
In the Matter of the Application of :
The Chase Manhattan Bank (National :
Association), as Trustee under the : INTERMEDIATE ACCOUNT
provisions of a Trust Agreement with :
Federal Sweets & Biscuit Company, Inc. :
----- x

The undersigned, The Chase Manhattan Bank (National Association), a national banking association organized and existing under the laws of the United States of America, having its principal office at One Chase Manhattan Plaza, New York, New York, as trustee under a Trust Agreement made between its predecessor corporation, The Chase Manhattan Bank, a New York banking corporation, and Federal Sweets & Biscuit Co., Inc. as of July 1, 1961, as amended, does hereby respectfully render the following account of its proceedings as trustee from January 1, 1970 to December 31, 1975.

Pursuant to the Trust Agreement and related Pension Plan for Wage Employees of Federal Sweets & Biscuit Co., Inc., as amended, Chase has held the corpus of the trust for investment at its discretion (subject to certain limitations) and for distribution from time to time on the directions of a Pension Board designated by Federal Sweets. Distribution directions have not been given since April 1972.

Exhibit 1 to the Complaint

Annexed hereto, and incorporated as part of this account as Exhibits A through F, are copies of accountings prepared by Chase for the calendar years 1970 through 1975.

Said accountings, and the schedules annexed thereto, accurately reflect all property of the trust on the dates indicated, and all receipts, distributions, and expenses of the trust for the periods therein indicated.

The approximate market value of the assets of the trust as of December 31, 1975, was \$188,568.97.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
AS TRUSTEE

By James Sgoupis
James Sgoupis
Pension Trust Officer

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

JAMES SGOUPIS, being duly sworn, deposes and says:

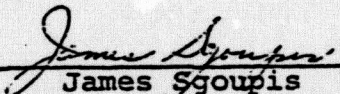
The foregoing intermediate account contains, according to the best of the knowledge and belief of The Chase Manhattan Bank (National Association), as Trustee, a true statement of its proceedings as Trustee from January 1, 1970 to December 31, 1975, and said Trustee does not know of any error or omission

Exhibit 1 to the Complaint

therein to the prejudice of any creditor of, or person interested in, said trust.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
AS TRUSTEE

By


James Sgoupis
Pension Trust Officer

Sworn to before me this

22^d day of July, 1976.

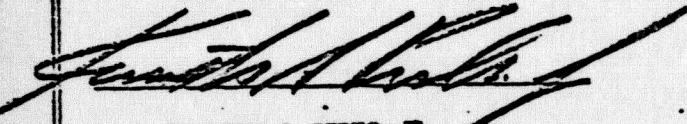

KENNETH A. PERKO, JR.
NOTARY PUBLIC, State of New York
No. 51-5627533
Qualified in New York County
Commission Expires March 30, 1978

Exhibit 1 to the Complaint

EXHIBIT A

FEDERAL SWEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

ACCOUNTING
PERIOD COVERED

JAN. 1, 1970 THROUGH DEC. 31, 1970

ACCOUNTING

FEDERAL SWEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUSTPERIOD COVERED
FROM JANUARY 1, 1970 THROUGH DECEMBER 31, 1970THE CASH STATEMENTS PREVIOUSLY FURNISHED FOR THE ACCOUNTING PERIOD CONSTITUTE A PART OF THIS ACCOUNTING
SUMMARY OF RECEIPTS AND DISBURSEMENTS

		JANUARY 1, 1970 THROUGH DECEMBER 31, 1970	JANUARY 1, 1970 (INCEPTION) THROUGH DECEMBER 31, 1970
RECEIPTS		\$ 3,744.25	\$ 3,744.25
EMPLOYER CONTRIBUTIONS (SCHEDULE B)			
EMPLOYEE CONTRIBUTIONS (SCHEDULE B)			
ASSETS RECEIVED FROM TRUSTEES (SCHEDULE B-1)		(23,568.90)	(23,568.90)
NET REALIZED GAIN (OR LOSS) (SCHEDULE C)			6,063.88
INCOME (SCHEDULE D)	2,871.39		
INTEREST			
DIVIDENDS ON PREFERRED STOCK	3,192.49	6,063.88	
DIVIDENDS ON COMMON STOCK			
OTHER			
ASSETS RECEIVED FROM PRIOR TRUSTEE (SCHEDULE B-2)			
CASH RECEIVED FROM INSURANCE COMPANY (SCHEDULE B-3)			
OTHER RECEIPTS (SCHEDULE B-4)			
TOTAL RECEIPTS		(13,760.77)	(13,760.77)
DISBURSEMENTS			
BENEFIT PAYMENTS (SCHEDULE E)		448.00	448.00
EXPENSES (SCHEDULE F)			
INSURANCE PREMIUMS PAID (SCHEDULE E-1)			
OTHER DISBURSEMENTS (SCHEDULE E-2)			
TOTAL DISBURSEMENTS		448.00	448.00
EXCESS OF RECEIPTS OVER DISBURSEMENTS		14,208.77	14,208.77
ASSETS AT COST BEGINNING OF PERIOD		139,478.13	139,478.13
ASSETS AT COST END OF PERIOD		125,269.36	125,269.36
ASSETS AT MARKET VALUE BEGINNING OF PERIOD		126,825.53	
EXCESS OF RECEIPTS OVER DISBURSEMENTS		14,208.77	
UNREALIZED GAIN (OR LOSS) DURING PERIOD		21,267.33	
ASSETS AT MARKET VALUE END OF PERIOD		133,904.09	
RECONCILIATION OF CASH DURING PERIOD			
CASH BALANCE BEGINNING OF PERIOD		\$ 35,675.06	\$ 14,211.61
PROCEEDS OF INVESTMENTS DISPOSED OF DURING PERIOD (SCHEDULE C)		9,812.77	45,487.81
OTHER CASH RECEIPTS (SCHEDULE B & D)			31,276.2
COST OF INVESTMENTS ACQUIRED DURING PERIOD (SCHEDULE M)		\$ 45,039.83	45,487.81
OTHER CASH DISBURSEMENTS (SCHEDULE E & F)		448.00	14,211.61
CASH BALANCE END OF PERIOD			

PH 111 9-69

THE CHASE MANHATTAN BANK
Pension Trust Division- 82 -
Exhibit 1 to the Complaint

SUMMARY OF ASSETS

DESCRIPTION	COST VALUE		COST VALUE		MARKET VALUE		MARKET VALUE	
	AT 12/31/69	%	AT 12/31/70	%	AT 12/31/69	%	AT 12/31/70	
C43 POOLED FUND A FIXED INCOME	55,928.42	40.1	26,176.02	20.8	41,176.85	32.5	23,621.65	
C43 POOLED FUND K-1 FIXED INCOME WITH EQUITY ASPECTS			11,412.78	9.1			11,731.43	
C48 POOLED FUND B EQUITY	87,756.68	62.9	101,892.17	81.3	89,855.65	70.8	112,762.62	
TOTAL PERMANENTLY INVESTED FUNDS	143,685.10	103.0	139,480.97	111.2	131,032.50	103.3	148,115.70	
TEMPORARY INVESTMENTS	10,000.00	7.2			10,000.00	7.9		
CASH AND RECEIVABLES	14,206.97	10.2	14,211.61	11.2	14,206.97	11.2	14,211.61	
TOTAL ASSETS	159,478.13	100.0	125,269.36	100.0	126,825.53	100.0	133,904.09	



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Exhibit 1 to the Complaint

BY _____

INDEX OF SCHEDULES

- A. A STATEMENT OF ALL PROPERTY ON HAND.
- B. A STATEMENT OF ALL PROPERTY RECEIVED REPRESENTING CONTRIBUTIONS TO THE TRUST.
- C. A STATEMENT OF ALL SALES, REDEMPTIONS AND PRINCIPAL PAYMENTS.
- D. A SUMMARY STATEMENT OF ALL INCOME EARNED.
- E. A STATEMENT OF ALL DISTRIBUTIONS FROM THE TRUST.
- F. A STATEMENT OF ALL EXPENSES PAID.
- G. A STATEMENT OF OTHER CHANGES.
- H. A STATEMENT OF ALL PURCHASES.
- I. A STATEMENT OF BENEFICIAL INTEREST IN THE CHASE MANHATTAN BANK, NA. POOLED TRUST FUNDS FOR EMPLOYEE BENEFIT PLANS.

AMOUNT
AMOUNT OR SHARES

ACCOUNT NUMBER
P 34177

AMOUNT AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCRUED INTEREST OR EX-D
	BENEFICIAL INTEREST(S) IN CMB POOLED FUNDS INVESTED AS FOLLOWS:	\$	\$	\$	\$
	FUND A FIXED INCOME	26,176.02		23,621.65	
	FUND K-1 FIXED INCOME WITH EQUITY ASPECTS	11,412.78		11,731.43	
	FUND B EQUITY	101,892.17		112,762.62	
	TOTAL PERMANENTLY INVESTED FUNDS	139,480.97		148,115.70	
	CASH *	14,211.61		14,211.61	
	TOTAL CASH & RECEIVABLES	14,211.61		14,211.61	
	TOTAL ASSETS	125,269.36		133,904.09	
	*ACTUAL CASH BALANCE \$ -0-				
	LESS				
	INTEREST ON BM 8618 INADVERTENTLY				
	CREDITED TO THIS ACCOUNT				
		<u>14,211.61</u>			
		<u>\$14,211.61</u>			

SCHEDULE

DULE B - A STATEMENT OF ALL PROPERTY RECEIVED
REPRESENTING CONTRIBUTIONS TO THE TRUST

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P 34177

DESCRIPTION

COMPANY CONTRIBUTIONS DURING THE MONTH OF

JANUARY 1970

FEBUARY 1970

APRIL 1970

1,258.00

1,245.25

1,241.00

TOTAL

3,744.25



ANNUAL SALES, REDEMPTIONS AND PRINCIPAL PAYMENTS

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P 34177

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE	PROCEEDS	REALIZED GAIN OR LOSSES (\$)
				\$	\$	\$	\$
	FIXED INCOME NON-CONVERTIBLE MISCELLANEOUS REALIZED LOSS IN CMB POOLED FUND A				32,380.18	21,969.80	10,410.
	REALIZED GAINS IN CMB POOLED FUND K1				-0-	7.39	7.
	TOTAL FIXED INCOME NON-CONVERTIBLE				32,380.18	21,977.19	10,402.
	COMMON STOCK MISCELLANEOUS REALIZED LOSS IN CMB POOLED FUND B				14,863.78	1,697.87	13,165.
	TOTAL				14,863.78	1,697.87	13,165.
	TOTAL COMMON STOCK				14,863.78	1,697.87	13,165.
	TOTAL PERMANENTLY INVESTED FUNDS				47,243.96	23,675.06	23,568.
12,000	TEMPORARY INVESTMENTS FORD LEASING DEVELOP UNDIV INT IN MT		100.000		12,000.00	12,000.00	-0-
	TOTAL TEMPORARY INVESTMENTS				12,000.00	12,000.00	-0-
	TOTAL ASSETS				59,243.96	35,675.06	23,568.9



SCHEDULE
SCHEDULE D—A SUMMARY STATEMENT OF ALL INCOME EARNED

PERIOD COVERED
 FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
 P 34177

	CASH BASIS	PRIOR YEAR ACCRUALS (-)	CURRENT YEAR ACCRUALS (+)	TOTAL
INTEREST	\$ 2,876.03	\$ 4.64	\$	\$ 2,880.67
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK	3,192.49			3,192.49
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	6,068.52	4.64		6,073.16

SCHEDULE F - A STATEMENT OF ALL EXPENSES

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P 34177

	DESCRIPTION	
11/30/70 11/30/70 11/30/70	TRUSTEES FEE FOR THE YEAR ENDED OCTOBER 5 1970 BASED ON AN AVERAGE VALUE OF THE FUND 134592 00	448.00
		448.00

SCHEDULE

SCHEDULE H--A STATEMENT OF ALL PURCHASES

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P 34177

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	COST PRICE	COST VALUE
	FIXED INCOME NON-CONVERTIBLE MISCELLANEOUS			\$	\$
	DEPOSITED IN CMB POOLED FUND A				2.6.
	DEPOSITED IN CMB POOLED FUND K1			278.000	11.41
	TOTAL FIXED INCOME NON-CONVERTIBLE				14.04
	TOTAL FIXED INCOME				14.04
	COMMON STOCK MISCELLANEOUS				
	DEPOSITED IN CMB POOLED FUND B				28.95
	TOTAL				28.95
	TOTAL COMMON STOCK				28.95
	TOTAL PERMANENTLY INVESTED FUNDS				43.03
	TEMPORARY INVESTMENTS				
2.000	FORD LEASING DEVELOP UNDIV INT IN NT			100.000	2.00
	TOTAL TEMPORARY INVESTMENTS				2.00
	TOTAL ASSETS				45.03

THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND A

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/74

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND A
(FIXED INCOME INVESTMENTS) DURING PERIOD

BENEFICIAL INTEREST END OF MONTH

		INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
		\$	\$	\$	\$	\$	\$	\$	\$	\$
JAN	(JAN)	257.83	647.47-	715.52					55,538.78	41,502.
FEB	(FEB)	257.03	22.84-	686.00					55,772.97	42,422.
MAR	(MAR)	259.56	638.91-	781.93					55,393.62	42,825.
APR	(APR)	259.04	1,268.01-	611.59		4,282.55	5,489.39	1,206.84-	48,895.26	38,145.
MAY	(MAY)	235.15	148.45-	1,078.42-		3,000.00	3,955.06	955.06-	45,026.90	34,153.
JUNE	(JUNE)	218.68		149.65-					45,245.58	34,228.
JULY	(JULY)	222.15	104.51-	1,061.95					45,363.22	35,402.
AUG	(AUG)	221.01	40.04-	89.27		3,540.25	4,521.05	980.80-	41,023.14	32,123.
SEP	(SEP)	199.45	570.89-	969.36		3,000.00	3,727.07	727.07-	36,924.63	29,721.
OCT	(OCT)	182.61	1,097.29-	774.29		2,972.00	3,617.91	645.91-	32,392.04	26,609.
NOV	(NOV)	165.77	330.30-	1,373.08		2,660.00	3,081.69	421.69-	29,145.82	25,157.
DEC	(DEC)	149.50	332.34-	1,161.90		2,515.00	2,786.96	271.96-	26,176.02	23,621.
TOTAL		2,627.78	5,201.05-	6,987.87		21,969.80	27,179.13	5,209.33-		



SCHEDULE 1

SCHEDULE 1 A STATEMENT OF BENEFICIAL INTEREST IN
THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND K-1

PERIOD COVERED
FROM 08/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P-34177

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND K-1
^{Fixed}
(FIXED INCOME WITH EQUITY ASPECTS) DURING PERIOD

BENEFICIAL INTEREST END OF MONTH

MONTH	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
AUGUST	(AUG)			3,540.25				3,540.25	3,540.25
SEPTEMBER	(SEPT) 25.08	.15	16.92					3,565.48	3,565.48
OCTOBER	(OCT) 22.95	1.97	41.95	2,972.00				6,562.40	6,562.40
NOVEMBER	(NOV) 42.98	5.27	181.60	2,212.00				8,822.65	8,822.65
DECEMBER	(DEC) 75.13		162.08	2,515.00				11,412.78	11,412.78
TOTAL	(TOTAL) 166.14	7.39	318.65	11,239.25					

THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND 8

PERIOD COVERED
FROM 01/01/70

THROUGH 12/31/70

ACCOUNT NUMBER
P-34177

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND 8
(EQUITY INVESTMENTS) DURING PERIOD

BENEFICIAL INTEREST END OF MC

MONTH	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET
	\$	\$	\$	\$	\$	\$	\$	\$	\$
JANUARY	(JAN) 207.21	2.03	8,454.07	11,262.64				99,224.50	92.
FEBRUARY	(FEB) 93.42	66.75	5,261.93					99,251.17	98.
MARCH	(MAR) 324.71	292.48	824.38	1,319.15				100,602.55	98.
APRIL	(APR) 226.83	155.32	10,794.47	5,523.55				106,197.61	93.
MAY	(MAY) 201.72	4,308.93	3,385.96	3,003.57				105,093.97	88.
JUNE	(JUNE) 426.33	6,695.53	2,442.63					98,824.77	85.
JULY	(JULY) 281.03	2,988.50	9,173.33					96,117.30	91.
AUGUST	(AUG) 199.49	354.24	3,934.94					95,962.55	95.
SEPTEMBER	(SEP) 384.29	360.66	3,972.82	3,000.00				99,707.50	103.
OCTOBER	(OCT) 268.95	163.46	2,698.79					100,139.91	100.
NOVEMBER	(NOV) 158.56	585.70	3,989.98					100,884.17	105.
DECEMBER	(DEC) 419.95	588.05	6,153.52					101,892.17	112.
TOTAL	(TOTAL) 3,192.49	13,165.91	8,771.48	24,108.91					



FEDERAL SHEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

ACCOUNTING
PERIOD COVERED

JAN. 1, 1971 THROUGH DEC. 31, 1971

Exhibit 1 to the Complaint

Exhibit B

ACCOUNTING

FEDERAL SMELTS AND HISCOTT CO. INC.
WAGE EMPLOYEES PENSION PLAN TRUST

FROM JANUARY 1, 1971 THROUGH DECEMBER 31, 1971

THE CASH STATEMENTS PREVIOUSLY FURNISHED FOR THE ACCOUNTING PERIOD CONSTITUTE A PART OF THIS ACCOUNTING
SUMMARY OF RECEIPTS AND DISBURSEMENTS

		JANUARY 1, 1971 THROUGH DECEMBER 31, 1971	OCTOBER 30, 1961 THROUGH DECEMBER 31, 1971
RECEIPTS		\$	\$
EMPLOYER CONTRIBUTIONS	(SCHEDULE B)		119,150.30
EMPLOYEE CONTRIBUTIONS	(SCHEDULE B)		
ASSETS RECEIVED FROM TRUSTEES	(SCHEDULE B-1)	1,663.66	17,105.75
NET REALIZED GAIN (OR LOSS)	(SCHEDULE C)		32,716.24
INCOME	(SCHEDULE D)		
INTEREST		1,804.22	
DIVIDENDS ON PREFERRED STOCK		3,374.25	
DIVIDENDS ON COMMON STOCK			
OTHER		5,178.47	
ASSETS RECEIVED FROM PRIOR TRUSTEE	(SCHEDULE B-2)		
CASH RECEIVED FROM INSURANCE COMPANY	(SCHEDULE B-3)		
OTHER RECEIPTS	(SCHEDULE B-4)		
TOTAL RECEIPTS		6,842.13	134,756.79
DISBURSEMENTS			
BENEFIT PAYMENTS	(SCHEDULE E)	840.00	810.00
EXPENSES	(SCHEDULE F)	412.00	3,057.30
INSURANCE PREMIUMS PAID	(SCHEDULE E-1)		
OTHER DISBURSEMENTS	(SCHEDULE E-2)		
TOTAL DISBURSEMENTS		1,252.00	3,867.30
EXCESS OF RECEIPTS OVER DISBURSEMENTS		5,590.13	130,889.49
ASSETS AT COST BEGINNING OF PERIOD		125,275.76	
ASSETS AT COST END OF PERIOD		130,865.49	130,889.49
ASSETS AT MARKET VALUE BEGINNING OF PERIOD		133,904.69	
EXCESS OF RECEIPTS OVER DISBURSEMENTS		5,590.13	
UNREALIZED GAIN (OR LOSS) DURING PERIOD		13,824.00	
ASSETS AT MARKET VALUE END OF PERIOD		153,318.22	
RECONCILIATION OF CASH DURING PERIOD			
CASH BALANCE BEGINNING OF PERIOD		\$	\$ 14,211.61
PROCEEDS OF INVESTMENTS DISPOSED DURING PERIOD (SCHEDULE C)		38,960.95	
OTHER CASH RECEIPTS		5,178.47	44,135.42
COST OF INVESTMENTS ACQUIRED DURING PERIOD (SCHEDULE H)		28,525.81	29,927.41
OTHER CASH DISBURSEMENTS (SCHEDULE E & F)		1,252.00	25,777.51
CASH BALANCE END OF PERIOD			150.10

SUM
SUMMARY OF ASSETS

ACCOUNT NUMBER

P 34177

DESCRIPTION	COST VALUE		%	COST VALUE		%	MARKET VALUE		%	MARKET VALUE	
	AT 12/31/70			AT 12/31/71			AT 12/31/70			AT 12/31/71	
CMB CMB POOLED FUND A FIXED INCOME	26,176.02	20.9					23,621.65	17.6			
CMB CMB POOLED FUND K-1 FIXED INCOME WITH EQUITY ASPECTS	11,412.78	9.1		26,404.64	20.2		11,731.43	8.8		27,745.25	
CMB CMB POOLED FUND B EQUITY	101,892.17	81.3		104,304.85	79.7		112,762.62	84.2		125,422.57	
TOTAL PERMANENTLY INVESTED FUNDS	139,480.97	111.3		130,709.49	99.9		148,115.70	110.6		153,168.22	
TEMPORARY INVESTMENTS											
CASH AND RECEIVABLES	14,211.61	11.3		150.00	.1		14,211.61	10.6		150.00	
TOTAL ASSETS	125,269.36	100.0		130,859.49	100.0		133,904.09	100.0		153,318.22	



INDEX OF SCHEDULES

- A. A STATEMENT OF ALL PROPERTY ON HAND
- B. A STATEMENT OF ALL PROPERTY RECEIVED REPRESENTING CONTRIBUTIONS TO THE TRUST.
- C. A STATEMENT OF ALL SALES, REDEMPTIONS AND PRINCIPAL PAYMENTS.
- D. A SUMMARY STATEMENT OF ALL INCOME EARNED.
- E. A STATEMENT OF ALL DISTRIBUTIONS FROM THE TRUST.
- F. A STATEMENT OF ALL EXPENSES PAID.
- G. A STATEMENT OF OTHER CHANGES.
- H. A STATEMENT OF ALL PURCHASES.
- I. A STATEMENT OF BENEFICIAL INTEREST IN THE CHASE MANHATTAN BANK, NA. POOLED TRUST FUNDS FOR EMPLOYEE BENEFIT PLANS.

MODULE A—A STATEMENT OF ALL PROPERTY ON HAND

12/31/71

AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCRUED INTEREST OR OR EX-DIVIDEND
		\$	\$	\$	\$
	BENEFICIAL INTEREST(S) IN CMB POOLED FUNDS INVESTED AS FOLLOWS:				
	FUND K-1 FIXED INCOME WITH EQUITY ASPECTS	26,404.64		27,745.25	
	FUND D EQUITY	104,304.85		125,422.97	
	TOTAL PERMANENTLY INVESTED FUNDS	130,709.49		153,168.22	
	CASH	150.00		150.00	
	TOTAL CASH AND RECEIVABLES	150.00		150.00	
	TOTAL ASSETS	130,859.49		153,318.22	

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SCHEDULE C

- A STATEMENT OF ALL SALES, REDEMPTIONS
AND PRINCIPAL PAYMENTS

PERIOD COVERED

FROM 01/01/71

THROUGH 12/31/71

AMOUNT ON SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE		
	FIXED INCOME NON-CONVERTIBLE			\$	\$		
1	MISCELLANEOUS						
	REALIZED LOSS IN CMB POOLED FUND A				26,625.41	24,676.29	
	REALIZED GAINS IN CMB POOLED FUND K1				506.54	725.57	
	TOTAL FIXED INCOME NON-CONVERTIBLE				27,131.95	25,401.86	
	COMMON STOCK						
	MISCELLANEOUS						
	REALIZED LOSS IN CMB POOLED FUND B				10,165.34	13,559.09	3,393.75
	TOTAL COMMON STOCK				10,165.34	13,559.09	3,393.75
	TOTAL PERMANENTLY INVESTED FUNDS				37,297.29	38,960.95	1,663.66
	TOTAL ASSETS				37,297.29	38,960.95	1,663.66



SCHEDULE D
TABLE D—A SUMMARY STATEMENT OF ALL INCOME EARNED

PERIOD COVERED
 FROM 01/01/71

THROUGH 12/31/71

ACCOUNT NUMBER
 P 3-177

PAGE
 1

	CASH BASIS	PRIOR YEAR ACCRUALS (-)	CURRENT YEAR ACCRUALS (+)	TOTAL
INTEREST	\$ 1,804.22	\$	\$	\$ 1,804.22
DIVIDENDS DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS DIVIDENDS ON COMMON STOCK	3,374.25			3,374.25
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	5,178.47			5,178.47



SCHEDULE E:
E A STATEMENT OF ALL DISTRIBUTIONS
FROM THE TRUST

PERIOD COVERED
 FROM 01/01/71

THROUGH 12/31/71

P 34177

DESCRIPTION

BENEFITS PAID DURING THE MONTH OF

MAY 1971	25.00
JUNE 1971	25.00
JULY 1971	90.00
AUGUST 1971	90.00
SEPTEMBER 1971	190.00
OCTOBER 1971	120.00
NOVEMBER 1971	150.00
DECEMBER 1971	150.00

TOTAL

840.00



STATEMENT OF ALL EXPENSES

PERIOD COVERED

FROM 01/01/71

THROUGH 12/31/71

P 3-177

DESCRIPTION

12/31/71
12/31/71
12/31/71

TRUSTEES FEE FOR THE YEAR
ENDED OCTOBER 5 1971 BASED ON
AN AVERAGE VALUE OF THE FUND

412.00

412.00

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SCHEDULE W
 II-A STATEMENT OF ALL PURCHASES

PERIOD COVERED
 FROM 01/01/71

THROUGH 12/31/71

ACCOUNT NUMBER PAGE
 P 34177 031

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	COST PRICE	COST VALUE
	FIXED INCOME NON-CONVERTIBLE MISCELLANEOUS			\$	\$
	DEPOSITED IN CMR POOLED FUND A				449.39
	DEPOSITED IN CMR POOLED FUND K1				15,498.40
	TOTAL FIXED INCOME NON-CONVERTIBLE				15,947.79
	TOTAL FIXED INCOME				15,947.79
	COMMON STOCK MISCELLANEOUS				
	DEPOSITED IN CMR POOLED FUND B				12,578.02
	TOTAL				12,578.02
	TOTAL COMMON STOCK				12,578.02
	TOTAL PERMANENTLY INVESTED FUNDS				28,525.81
	TOTAL ASSETS				28,525.81

STATEMENT OF BENEFICIAL INTEREST IN
THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND A

PERIOD COVERED
FROM 01/01/71

THROUGH 12/31/71

ADJUSTMENT
ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND A
FIXED
(FIXED INCOME INVESTMENTS) DURING PERIOD

BENEFICIAL INTEREST (END OF PERIOD)

	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Y	(JAN) 137.61	135.36	1,083.85		2,500.00	2,648.79	148.79	23,529.48	22,207.75
Y	(FEB) 122.16	278.99	18.53		14,211.61	15,050.80	839.19	8,321.85	7,657.84
H	(MAR) 44.15	210.97	266.83					8,155.03	7,957.25
L	(APR) 44.72	69.08	8.21		2,000.00	2,051.83	51.83	6,079.84	5,925.23
Y	(MAY) 35.02	140.21	23.98		2,000.00	2,044.35	44.35	3,929.30	3,644.07
E	(JUN) 21.91	52.33	33.71					3,894.88	3,647.36
Y	(JUL) 22.34	99.05	100.55					3,822.17	3,871.20
T	(AUG) 21.48	166.64	238.64		3,964.68	3,677.01	287.67		
	(TOTAL) 449.39	1,152.63	1,757.89		24,676.29	25,472.78	796.49		



THE CHASE MANHATTAN BANK, N.A.
Pension Trust Division

STATEMENT OF BENEFICIAL INTEREST IN
THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND K-1

PERIOD COVERED
FROM 01/01/71

THROUGH 12/31/71

ACCOUNT NUMBER
P-24177

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND K-1
FIXED INCOME (WITH EQUITY ASPECTS) DURING PERIOD

BENEFICIAL INTEREST END OF MONTH

MONTH	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
JAN	75.20	8.23	535.02					11,496.21	12,349.
FEB	68.96	13.56	121.74					11,578.73	12,310.
MAR	75.55	15.46	194.82					11,669.74	12,596.
APR	64.80	15.31	41.98	2,000.00				13,749.65	14,715.
MAY	73.77	94.20	388.12	11,950.00				25,867.82	26,448.
JUN	148.36		134.26					26,015.18	26,462.
JUL	138.13	2.24	451.76					26,156.55	26,151.
AUG	130.43	.25	756.00					26,296.73	27,039.
SEP	135.90	7.71	66.82					26,430.34	27,249.
OCT	126.99	13.17	299.68					26,570.50	27,070.
NOV	171.20	10.56	168.21					26,752.26	27,103.
DEC	145.54	13.13	1,014.80		532.00	506.29	25.71	26,400.00	27,745.
(Tot)	1,354.83	193.32	1,047.67	13,950.00	532.00	506.29	25.71		



SCHEDULE I
STATEMENT OF BENEFICIAL INTEREST IN
THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS—FUND B

PERIOD COVERED
 FROM 01/01/71

THROUGH 12/31/71

ACCOUNT NUMBER P-34177

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND B
(EQUITY INVESTMENTS) DURING PERIOD

BENEFICIAL INTEREST END OF MONTH

	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
JAN	290.74	243.73	5,717.62	2,500.00				104,439.18	121,027.
FEB	233.73	319.56	60.37					104,992.47	121,643.
MAR	436.24	62.71	4,583.06					105,491.42	126,722.
APR	283.63	160.82	4,938.77					105,614.23	131,764.
MAY	257.27	74.75	4,606.62		10,000.00	8,306.88	1,693.12	97,489.87	117,360.
JUNE	378.29	199.88	2,620.19		60.00	50.99	9.01	97,617.29	114,852.
JULY	171.23	880.01	7,833.87		150.00	136.94	13.06	98,531.59	107,625.
AUG	151.07	1,126.28	7,291.14	2,800.00				102,688.54	119,374.
SEPT	414.32	757.60	317.68	734.68				103,080.34	119,449.
OCT	240.84	12.90	4,724.86		80.00	71.90	8.10	103,262.18	114,897.
NOV	158.83	337.28	2.54		180.00	161.85	18.15	103,556.44	115,210.
DEC	356.06	350.35	9,503.91					104,304.25	125,422.
TOTAL	3,374.25	1,652.31	11,989.11	6,114.68	10,470.00	8,728.56	1,741.44		

			THROUGH DECEMBER 31, 1972 \$	THROUGH DECEMBER 31, 1972 \$
RECEIPTS				
EMPLOYER CONTRIBUTIONS	(SCHEDULE B)			
EMPLOYEE CONTRIBUTIONS	(SCHEDULE B)			
ASSETS RECEIVED FROM TRUSTEES	(SCHEDULE B-1)			
NET REALIZED GAIN (OR LOSS)	(SCHEDULE C)		20,324.74	11,214.99
INCOME	(SCHEDULE D)			37,342.98
INTEREST		2,143.92		
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK		2,402.82		
OTHER			4,626.74	
ASSETS RECEIVED FROM PRIOR TRUSTEE	(SCHEDULE B-2)			
CASH RECEIVED FROM INSURANCE COMPANY	(SCHEDULE B-3)			
OTHER RECEIPTS	(SCHEDULE B-4)			
		TOTAL RECEIPTS	32,951.48	167,708.27
DISBURSEMENTS				
BENEFIT PAYMENTS	(SCHEDULE E)		3,700.00	4,620.00
EXPENSES	(SCHEDULE F)		566.38	3,643.68
INSURANCE PREMIUMS PAID	(SCHEDULE E-1)			
OTHER DISBURSEMENTS	(SCHEDULE E-2)			
		TOTAL DISBURSEMENTS	4,266.38	8,263.68
EXCESS OF RECEIPTS OVER DISBURSEMENTS			28,685.10	159,444.59
ASSETS AT COST BEGINNING OF PERIOD			130,019.49	
ASSETS AT COST END OF PERIOD			159,444.59	159,444.59
ASSETS AT MARKET VALUE BEGINNING OF PERIOD			153,318.22	
EXCESS OF RECEIPTS OVER DISBURSEMENTS			28,685.10	
UNREALIZED GAIN (OR LOSS) DURING PERIOD			(22,450.73)	
ASSETS AT MARKET VALUE END OF PERIOD			159,444.59	

RECONCILIATION OF CASH DURING PERIOD

CASH BALANCE BEGINNING OF PERIOD			\$	150.00
PROCEEDS OF INVESTMENTS DISPOSED OF DURING PERIOD (SCHEDULE C)		\$	178,012.86	
OTHER CASH RECEIPTS	(SCHEDULE B & D)		3,970.61	181,983.47
				182,133.47
COST OF INVESTMENTS ACQUIRED DURING PERIOD	(SCHEDULE H)	\$	177,978.63	
OTHER CASH DISBURSEMENTS	(SCHEDULE E & F)		4,266.30	182,345.01
CASH BALANCE END OF PERIOD				211.54

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Exhibit 1 to the Complaint

SUMMARY
SUMMARY OF ASSETS

ACCOUNT NUMBER PAGE
P 34177 2

DESCRIPTION	COST VALUE		COST VALUE		MARKET VALUE		MARKET VALUE	
	AT 12/31/71	%	AT 12/31/72	%	AT 12/31/71	%	AT 12/31/72	%
CMB SPECIAL INCOME FUND	\$ 26,404.64	20.2	\$		\$ 27,745.25	18.1	\$	
CMB POOLED FUND B EQUITY	104,304.85	70.7			125,422.97	81.8		
TOTAL PERMANENTLY INVESTED FUNDS	130,709.49	99.9			153,168.22	99.9		
TEMPORARY INVESTMENTS			159,000.00	99.7			159,000.00	
CASH AND RECEIVABLES	150.00	.1	444.59	.3	150.00	.1	444.59	.3
TOTAL ASSETS	130,859.49	100.0	159,444.59	100.0	153,318.22	100.0	159,444.59	100.0

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SCHEDULE A--A STATEMENT OF ALL PROPERTY ON HAND

12/31/72

P 34177

AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCRUED INTEREST OR EX-DIVID DIVIDEND
			\$	\$	\$
	TOTAL PERMANENTLY INVESTED FUNDS				
	TEMPORARY INVESTMENTS				
159,000	BENE INT CMB TEMPORARY INV FUND	159,000.00	100.000	159,000.00	656.13
159,000	TOTAL TEMPORARY INVESTMENTS	159,000.00		159,000.00	656.13
159,000		159,000.00		159,000.00	656.13
	ACCRUALS	656.13		656.13	
	CASH (A)	211.54		211.54	
	TOTAL CASH AND RECEIVABLES	444.59		444.59	
	TOTAL ASSETS	159,444.59		159,444.59	
(A)	ACTUAL CASH BALANCE	\$33,155.32			
	LESS:				
	REVERSAL OF WITHDRAWALS				
	FROM THE FOLLOWING FUNDS				
	CREDITED TO ACCOUNT IN ERROR				
	FUND B	28,763.50			
	SPECIAL INCOME FUND	4,603.36			
	ADJUSTED CASH BALANCE	\$ 211.54			

AND PRINCIPAL PAYMENTS

FIGURE

01/01/72

THROUGH

12/31/72

P 34177

001

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE	PROCEEDS	REALIZED GAINS (G) OR LOSSES (L)
				\$	\$	\$	\$
	FIXED INCOME NON-CONVERTIBLE SPECIAL INCOME FUNDS						
	REALIZED GAINS IN CMB POOLED FUND K1				28,280.27	29,403.14	1,122.87G
	TOTAL FIXED INCOME NON-CONVERTIBLE				28,280.27	29,403.14	1,122.87G
	COMMON STOCK						
	MISCELLANEOUS						
	REALIZED GAINS IN CMB POOLED FUND B				121,407.85	148,609.72	27,201.87G
	TOTAL COMMON STOCK				121,407.85	148,609.72	27,201.87G
	TOTAL PERMANENTLY INVESTED FUNDS				149,688.12	178,012.86	28,324.74G
	TOTAL ASSETS				149,688.12	178,012.86	28,324.74G

SCHEDULE D—A SUMMARY STATEMENT OF ALL INCOME EARNED

PERIOD COVERED
FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER PAGE
P 34177 1

	CASH BASIS	PRIOR PERIOD ACCRUALS (-)	CURRENT PERIOD ACCRUALS (+)	TOTAL
INTEREST	\$ 1,487.79	\$	\$ 656.13	\$ 2,143.92
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK	2,482.82			2,482.82
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	3,970.61		656.13	4,626.74

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SCHEDULE E

A STATEMENT OF ALL DISTRIBUTIONS
FROM THE TRUSTPERIOD COVERED
FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER
P 34177

DESCRIPTION

BENEFITS PAID DURING THE MONTH OF

JANUARY 1972
FEBUARY 1972
MARCH 1972
APRIL 1972
MAY 1972
JUNE 1972
JULY 1972
AUGUST 1972
SEPTEMBER 1972
OCTODER 1972
NOVEMBER 1972
DECEMBER 1972270.00
210.00
330.00
330.00
330.00
330.00
330.00
330.00
330.00
330.00
330.00
330.00

TOTAL

3,780.00

SCHEDULE F - A STATEMENT OF ALL EXPENSES

PERIOD COVERED
FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER
P 34177

	DESCRIPTION	
12/22/72	TRUSTEES FEE FOR YEAR ENDED	
12/22/72	OCTOBER 5 1972	
12/22/72	BASED ON AN AVERAGE VALUE OF THE	
12/22/72	FUND	586.38
		586.38

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SCH-
SCHEDULE H-A STATEMENT OF ALL PURCHASES

PERIOD COVERED
FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER
P 34177

PAGE
001

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	COST PRICE	COST VALUE
	FIXED INCOME NON-CONVERTIBLE			\$	\$
	DEPOSITED IN CMB POOLED FUND K1				1,875.63
	TOTAL FIXED INCOME NON-CONVERTIBLE				1,875.63
	TOTAL FIXED INCOME				1,875.63
	COMMON STOCK				
	MISCELLANEOUS				
	DEPOSITED IN CMB POOLED FUND B				17,103.00
	TOTAL				17,103.00
	TOTAL COMMON STOCK				17,103.00
	TOTAL PERMANENTLY INVESTED FUNDS				18,978.63
	TEMPORARY INVESTMENTS				
159,000	BENE INT CMB TEMPORARY INV FUND			100,000	159,000.00
	TOTAL TEMPORARY INVESTMENTS				159,000.00
	TOTAL ASSETS				177,978.63

SCHEDULE I

E I—A STATEMENT OF BENEFICIAL INTEREST IN THE CHASE MANHATTAN BANK N.A. POOLED TRUST FUND FOR EMPLOYEE BENEFIT PLANS—

PERIOD COVERED
 FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER
 P-34177

PAGE
 1

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB SPECIAL INCOME FUND								BENEFICIAL INTEREST END OF MONTH	
DURING PERIOD									
	INCOME EARNED	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
JAN	120.90	91.24	72.06					26,616.78	28,029.45
FEB	169.78	2.81	187.51		400.00	377.45	22.55	26,411.92	27,989.55
MAR	130.43	91.17	308.15-					26,633.52	27,903.00
APR	124.85	14.21	159.15-		300.00	288.05	11.95	26,484.53	27,582.91
MAY	165.90	19.03	9.82		330.00	316.83	13.17	26,352.63	27,447.66
JUN	138.98	75.92	904.83-		330.00	327.65	2.35	26,239.88	26,427.73
JUL	124.68	51.98	383.99-		330.00	332.47	2.47-	26,084.07	25,890.40
AUG	162.17	26.43	258.08		5,046.90	5,034.56	12.34	21,238.11	21,290.18
SEP	104.71	7.59	122.89-					21,350.41	21,279.59
OCT	96.94	138.86-	193.07					21,308.49	21,430.74
NOV	129.89	26.02	673.19		22,259.84	21,464.40	795.44		
DEC									
(TOT)	1,469.23	267.54	485.28-		28,996.74	28,141.41	855.33		

SCHEDULE I
SI-A STATEMENT OF BENEFICIAL INTEREST IN
THE CHASE MANHATTAN BANK N.A. POOLED
TRUST FUND FOR EMPLOYEE BENEFIT PLANS--

PERIOD COVERED
 FROM 01/01/72

THROUGH 12/31/72

ACCOUNT NUMBER
 P-34177

PAGE
 1

ADJUSTMENT OF BENEFICIAL INTEREST IN CMB POOLED FUND B
(EQUITY INVESTMENTS) DURING PERIOD

BENEFICIAL INTEREST END OF MONTH

MONTH	INCOME EARNINGS	REALIZED GAIN OR (LOSS) ON SALES	UNREALIZED GAIN OR (LOSS)	DEPOSITS	MARKET VALUE WITHDRAWALS	COST VALUE WITHDRAWALS	REALIZED GAIN OR (LOSS) ON WITHDRAWALS	COST VALUE	MARKET VALUE
	\$	\$	\$	\$	\$	\$	\$	\$	\$
JAN	155.99	2,019.23	2,520.46		300.00	245.50	54.50	106,234.57	129,818.65
FEB	173.54	760.70	4,042.10					107,168.81	134,794.99
MAR	350.39	179.03	713.93-		320.00	256.02	63.98	107,442.21	134,290.46
APR	137.76	297.07	1,386.48					107,877.04	136,111.79
MAY	209.81	1,410.36	356.85-					109,497.21	137,375.11
JUN	365.96	73.33-	8,578.77-					109,789.84	129,088.97
JUL	159.74		2,850.01-					109,949.58	126,398.70
AUG	142.91	687.29-	5,620.27	4,716.90				114,122.10	136,191.46
SEP	416.71	1,565.19	7,211.97-		330.00	292.56	37.44	115,811.44	130,631.42
OCT	212.94	351.13	967.64		330.00	290.58	39.42	116,084.93	131,833.13
NOV	157.07	3,320.57	2,115.67		137,426.44	119,562.57	17,863.87		
DEC									
TOTAL	2,482.82	9,142.66	3,058.91-	4,716.90	138,706.44	120,647.23	18,059.21		

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FEDERAL SWEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

ACCOUNTING
PERIOD COVERED

JAN. 1, 1973 THROUGH DEC. 31, 1973

ACCOUNTING

FEDERAL SHELTS AND DISCOUNT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

PERIOD

JANUARY 1, 1973 THROUGH DECEMBER 31, 1973

P 34177

THE CASH STATEMENTS PREVIOUSLY FURNISHED FOR THE ACCOUNTING PERIOD CONSTITUTE A PART OF THIS ACCOUNTING

SUMMARY OF RECEIPTS AND DISBURSEMENTS

		JANUARY 1, 1973 THROUGH DECEMBER 31, 1973	OCTOBER 30, 1961 THROUGH DECEMBER 31, 1973
RECEIPTS			
EMPLOYER CONTRIBUTIONS	(SCHEDULE B)		
EMPLOYEE CONTRIBUTIONS	(SCHEDULE B)		119,150.30
ASSETS RECEIVED FROM TRUSTEES	(SCHEDULE B-1)		
NET REALIZED GAIN (OR LOSS)	(SCHEDULE C)		11,214.99
INCOME			
INTEREST	(SCHEDULE D)	12,874.96	50,217.94
DIVIDENDS ON PREFERRED STOCK			
DIVIDENDS ON COMMON STOCK			
OTHER		12,874.96	
ASSETS RECEIVED FROM PRIOR TRUSTEE	(SCHEDULE B-2)		
CASH RECEIVED FROM INSURANCE COMPANY	(SCHEDULE B-3)		
OTHER RECEIPTS	(SCHEDULE B-4)		
TOTAL RECEIPTS		12,874.96	182,583.23
DISBURSEMENTS			
BENEFIT PAYMENTS	(SCHEDULE E)	3,720.00	8,340.00
EXPENSES	(SCHEDULE F)	616.82	4,260.52
INSURANCE PREMIUMS PAID	(SCHEDULE E-1)		
OTHER DISBURSEMENTS	(SCHEDULE E-2)		
TOTAL DISBURSEMENTS		4,336.82	12,600.50
EXCESS OF RECEIPTS OVER DISBURSEMENTS		8,538.14	167,982.73
ASSETS AT COST BEGINNING OF PERIOD		159,444.59	167,982.73
ASSETS AT COST END OF PERIOD		167,982.73	167,982.73
ASSETS AT MARKET VALUE BEGINNING OF PERIOD		159,444.59	
EXCESS OF RECEIPTS OVER DISBURSEMENTS		8,538.14	
UNREALIZED GAIN (OR LOSS) DURING PERIOD			
ASSETS AT MARKET VALUE END OF PERIOD		167,982.73	

RECONCILIATION OF CASH DURING PERIOD

CASH BALANCE BEGINNING OF PERIOD			\$ (211.54)
PROCEEDS OF INVESTMENTS DISPOSED OF DURING PERIOD	(SCHEDULE C)	\$ 3,000.00	
OTHER CASH RECEIPTS	(SCHEDULE B & D)	12,289.79	15,289.79
			15,078.25
COST OF INVESTMENTS ACQUIRED DURING PERIOD	(SCHEDULE H)	\$ 10,000.00	
OTHER CASH DISBURSEMENTS	(SCHEDULE E & F)	4,336.82	14,336.82
CASH BALANCE END OF PERIOD			\$ 741.71

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THE CHASE MANHATTAN BANK
Pension Trust Division

Exhibit 1 to the Complaint

SUMMARY
SUMMARY OF ASSETS

ACCOUNT NUMBER

P 34177

DESCRIPTION	COST VALUE		COST VALUE		MARKET VALUE		MARKET VALUE	
	AT 12/31/72	%	AT 12/31/73	%	AT 12/31/72	%	AT 12/31/73	%
TOTAL PERMANENTLY INVESTED FUNDS								
TEMP TEMPORARY INVESTMENTS	159,000.00	99.7	166,000.00	98.8	159,000.00	99.7	166,000.00	
CASH CASH AND RECEIVABLES	444.59	.3	1,982.73	1.2	444.59	.3	1,982.73	
TOTAL ASSETS	444.59	100.0	167,982.73	100.0	159,444.59	100.0	167,982.73	

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THE CHASE MANHATTAN B
Pension Trust Division

Exhibit 1 to the Complaint

INDEX OF SCHEDULES

- A. A STATEMENT OF ALL PROPERTY ON HAND.
- B. A STATEMENT OF ALL PROPERTY RECEIVED REPRESENTING CONTRIBUTIONS TO THE TRUST.
- C. A STATEMENT OF ALL SALES, REDEMPTIONS AND PRINCIPAL PAYMENTS.
- D. A SUMMARY STATEMENT OF ALL INCOME EARNED.
- E. A STATEMENT OF ALL DISTRIBUTIONS FROM THE TRUST.
- F. A STATEMENT OF ALL EXPENSES PAID.
- G. A STATEMENT OF OTHER CHANGES.
- H. A STATEMENT OF ALL PURCHASES.
- I. A STATEMENT OF BENEFICIAL INTEREST IN THE CHASE MANHATTAN BANK, N.A. POOLED TRUST FUNDS FOR EMPLOYEE BENEFIT PLANS.

Exhibit 1 to the Complaint

SCHEDULE A—A STATEMENT OF ALL PROPERTY ON HAND

12/31/75

P 3-17

AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCUMULATED INTEREST INVESTMENT
	TOTAL PERMANENTLY INVESTED FUNDS	\$	\$	\$	
	TEMPORARY INVESTMENTS				
166,000	BENE INT CMB TEMPORARY INV FUND	166,000.00	100.000	166,000.00	1,241.30
166,000	TOTAL TEMPORARY INVESTMENTS	166,000.00		166,000.00	1,241.30
166,000		166,000.00		166,000.00	1,241.30
	ACCRUALS	1,241.30		1,241.30	
	CASH	741.43		741.43	
	TOTAL CASH AND RECEIVABLES	1,982.73		1,982.73	
	TOTAL ASSETS	167,982.73		167,982.73	

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Exhibit 1 to the Complaint



SCHEDULE C - A STATEMENT OF ALL SALES, REDEMPTIONS AND PRINCIPAL PAYMENTS

PERIOD COVERED
FROM 01/01/73

THROUGH 12/31/73

P 34177

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE	PROCEEDS	REALIZED GAINS OR LOSSES
				\$	\$	\$	\$
3,000	TEMPORARY INVESTMENTS BENE INT CHB TEMPORARY INV FUND			100.000	3,000.00	3,000.00	-0-
	TOTAL TEMPORARY INVESTMENTS				3,000.00	3,000.00	-0-
	TOTAL ASSETS				3,000.00	3,000.00	



Exhibit 1 to the Complaint

SCHEDULE D-A SUMMARY STATEMENT OF ALL INCOME EARNED

	CASH BASIS	PRIOR YEAR ACCRUALS (-)	CURRENT YEAR ACCRUALS (+)	TOTAL
INTEREST	\$ 12,289.79	\$ 656.13	\$ 1,241.30	13,874.12
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK				
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	12,289.79	656.13	1,241.30	13,874.12

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 Exhibit 1 to the Complaint



SCHEDULE
 A STATEMENT OF ALL DISTRIBUTIONS
 FROM THE TRUST

FROM 01/01/73

THROUGH 12/31/73

PAGE 1

DESCRIPTION

BENEFITS PAID DURING THE MONTH OF

JANUARY 1973
 FEBRUARY 1973
 MARCH 1973
 APRIL 1973
 MAY 1973
 JUNE 1973
 JULY 1973
 AUGUST 1973
 SEPTEMBER 1973
 OCTOBER 1973
 NOVEMBER 1973
 DECEMBER 1973

330.00
 330.00
 330.00
 330.00
 330.00
 330.00
 270.00
 270.00
 300.00
 300.00
 300.00
 300.00

TOTAL

3,720.00

Exhibit 1 to the Complaint

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EXHIBIT F - A STATEMENT OF ALL EXPENSES

PERIOD COVERED

FROM 01/01/73

THROUGH 12/31/73

ACCOUNT NO.

P 34117

	DESCRIPTION	
12/31/73	TRUSTEES FEE FOR THE YEAR ENDED	
12/31/73	OCTOBER 5 1973 BASED ON AN AVERAGE	
12/31/73	VALUE OF THE FUND	616.82
		616.82

Exhibit to the Co. aint
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	AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	COST PRICE	COST VALUE
		TOTAL PERMANENTLY INVESTED FUNDS			\$	\$
		TEMPORARY INVESTMENTS				.01
	10,000	BENE INT CMB TEMPORARY INV FUND			100.000	10,000.00
		TOTAL TEMPORARY INVESTMENTS				10,000.00
		TOTAL ASSETS				10,000.00



FEDERAL SWEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

ACCOUNTING
PERIOD COVERED

JAN. 1, 1974 THROUGH DEC. 31, 1974

P3417

Exhibit 1 to the Complaint

Exhibit E

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Exhibit 1 to the Complaint

NS

ACCOUNTING

FEDERAL SHEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUSTPERIOD COVERED
FROM JANUARY 1, 1974 THROUGH DECEMBER 31, 1974THE CASH STATEMENTS PREVIOUSLY FURNISHED FOR THE ACCOUNTING PERIOD CONSTITUTE A PART OF THIS ACCOUNTING
SUMMARY OF RECEIPTS AND DISBURSEMENTS

		JANUARY 1, 1974 THROUGH DECEMBER 31, 1974	DECEMBER 31, 1973 THROUGH DECEMBER 31, 1974
RECEIPTS			
EMPLOYER CONTRIBUTIONS (SCHEDULE D)			
EMPLOYEE CONTRIBUTIONS (SCHEDULE D)			
ASSETS RECEIVED FROM TRUSTEES (SCHEDULE B-1)			
NET REALIZED GAIN (OR LOSS) (SCHEDULE C)			
	15,992.61		
INCOME			
INTEREST			
DIVIDENDS ON PREFERRED STOCK		15,992.61	
DIVIDENDS ON COMMON STOCK			
OTHER			
ASSETS RECEIVED FROM PRIOR TRUSTEE (SCHEDULE B-2)			196,516.00
CASH RECEIVED FROM INSURANCE COMPANY (SCHEDULE B-3)			
OTHER RECEIPTS (SCHEDULE B-4)			
		15,992.61	
TOTAL RECEIPTS		3,600.00	11,960.00
		666.00	4,906.00
DISBURSEMENTS			
BENEFIT PAYMENTS (SCHEDULE E)			
EXPENSES (SCHEDULE F)			
INSURANCE PREMIUMS PAID (SCHEDULE E-1)			
OTHER DISBURSEMENTS (SCHEDULE E-2)			
		4,766.00	16,866.00
TOTAL DISBURSEMENTS		11,766.61	179,772.00
		167,902.00	179,772.00
		179,772.00	
EXCESS OF RECEIPTS OVER DISBURSEMENTS			
ASSETS AT COST BEGINNING OF PERIOD			
ASSETS AT COST END OF PERIOD		167,902.00	
		11,766.61	
ASSETS AT MARKET VALUE BEGINNING OF PERIOD			
EXCESS OF RECEIPTS OVER DISBURSEMENTS			
UNREALIZED GAIN (OR LOSS) DURING PERIOD		179,772.00	
ASSETS AT MARKET VALUE END OF PERIOD			
		RECONCILIATION OF CASH DURING PERIOD	
CASH BALANCE BEGINNING OF PERIOD		\$ 1,000.00	\$ 19,772.00
PROCEEDS OF INVESTMENTS DISPOSED OF DURING PERIOD (SCHEDULE D)		17,733.91	17,733.91
OTHER CASH RECEIPTS			
		13,000.00	17,766.00
COST OF INVESTMENTS ACQUIRED DURING PERIOD (SCHEDULE H)		4,766.00	1,772.00
OTHER CASH DISBURSEMENTS (SCHEDULE E & F)			
CASH BALANCE END OF PERIOD			

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THE CHASE MANHATTAN
Pension Trust Division

Exhibit 1 to the Complaint

SUMMARY
SUMMARY OF ASSETS

ACCOUNT NUMBER

P 34177

DESCRIPTION	COST VALUE		COST VALUE		MARKET VALUE		MARKET VALUE	
	AT 12/31/73	%	AT 12/31/74	%	AT 12/31/73	%	AT 12/31/74	%
TOTAL PERMANENTLY INVESTED FUNDS								
TEMPORARY INVESTMENTS	166,000.00	98.8	178,000.00	99.0	166,000.00	98.8	178,000.00	
CASH AND RECEIVABLES	1,982.73	1.2	1,729.34	1.0	1,982.73	1.2	1,729.34	
TOTAL ASSETS	167,982.73	100.0	179,729.34	100.0	167,982.73	100.0	179,729.34	



SCHEDULE A—A STATEMENT OF ALL PROPERTY ON HAND

AS OF DATE
12/31/74

ACCOUNT NUMBER
P 34177

AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCRUED INTEREST OR
		\$	\$	\$	\$
	TEMPORARY INVESTMENTS				
178,000	BENE INT CMB TEMPORARY INV FUND	178,000.00	100.000	178,000.00	
178,000	TOTAL TEMPORARY INVESTMENTS	178,000.00		178,000.00	
178,000		178,000.00		178,000.00	
	CASH	1,729.34		1,729.34	
	TOTAL CASH AND RECEIVABLES	1,729.34		1,729.34	
	TOTAL ASSETS	179,729.34		179,729.34	

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Exhibit 1 to the Complaint

SCHEDULE C
C - A STATEMENT OF ALL SALES, REDEMPTIONS
AND PRINCIPAL PAYMENTS

PERIOD COVERED
 FROM 01/01/74

THROUGH 12/31/74

ACCOUNT NUMBER
 P 3417

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE	PROCEEDS	REALIZED GAIN (C) OR LOSSES (L)
				\$	\$	\$	\$
1.000	TEMPORARY INVESTMENTS BENE INT CMB TEMPORARY INV FUND			100.000	1,000.00	1,000.00	-0-
	TOTAL TEMPORARY INVESTMENTS				1,000.00	1,000.00	-0-
	TOTAL ASSETS				1,000.00	1,000.00	

Exhibit 4 to the Complaint

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THE CHASE MANHATTAN BANK
 Pension Trust Division

SCHEDULE D—A SUMMARY STATEMENT OF ALL INCOME EARNED

PERIOD COVERED

FROM

01/01/74

THROUGH

12/31/74

ACCOUNT NUMBER

P. 34177

	CASH BASIS	PRIOR YEAR ACCRUALS (-)	CURRENT YEAR ACCRUALS (+)	TOTAL
INTEREST	\$ 17,233.91	\$ 1,241.30	\$	15,992.61
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK				
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	17,233.91	1,241.30		15,992.61



SCHEDULE E
A STATEMENT OF ALL DISTRIBUTIONS
FROM THE TRUST

PERIOD COVERED
FROM 01/01/74

THROUGH 12/31/74

P 34177

0

DESCRIPTION

BENEFITS PAID DURING THE MONTH OF

JANUARY 1974
FEBRUARY 1974
MARCH 1974
APRIL 1974
MAY 1974
JUNE 1974
JULY 1974
AUGUST 1974
SEPTEMBER 1974
OCTOBER 1974
NOVEMBER 1974
DECEMBER 1974

300.00
300.00
300.00
300.00
300.00
300.00
300.00
300.00
300.00
300.00
300.00
300.00

TOTAL

3,600.00

Exhibit 1 to the Complaint



SCHEDULE F - A STATEMENT OF ALL EXPENSES

PERIOD COVERED

FROM 01/01/74

THROUGH 12/31/74

ACCOUNT NUMBER

P 34177

	DESCRIPTION	
12/31/74 12/31/74	TRUSTEE S FEE FOR THE YEAR ENDED 10 05 74	646.00
		646.00

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Exhibit 1 to the Complaint



SCHEDULE H
H—A STATEMENT OF ALL PURCHASES

PERIOD COVERED
FROM 01/01/74

THROUGH 12/31/74

ACCOUNT NUMBER
P 34177

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	COST PRICE	COST VALUE
				\$	\$
13,000	TEMPORARY INVESTMENTS				
	BENE INT CMB TEMPORARY INV FUND			100.000	13,000.00
	TOTAL TEMPORARY INVESTMENTS				13,000.00
	TOTAL ASSETS				13,000.00

Exhibit 1 to the Complaint

Exhibit 1 to the Complaint

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PN120 9-69
PTG 5-74

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THE CHASE MANHATTAN BANK
Pension Trust Division

FEDERAL SWEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

ACCOUNTING
PERIOD COVERED

JAN. 1, 1975 THROUGH DEC. 31, 1975

EXHIBIT F

Exhibit 1 to the Complaint

ACCOUNTING

FEDERAL SHEETS AND BISCUIT CO INC
WAGE EMPLOYEES PENSION PLAN TRUST

PERIOD COVERED

FROM JANUARY 1, 1975 THROUGH DECEMBER 31, 1975

ACCOUNT NUMBER

P 3-177

THE CASH STATEMENTS PREVIOUSLY FURNISHED FOR THE ACCOUNTING PERIOD CONSTITUTE A PART OF THIS ACCOUNTING

SUMMARY OF RECEIPTS AND DISBURSEMENTS

		JANUARY 1, 1975 THROUGH DECEMBER 31, 1975	OCTOBER 30, 196 THROUGH DECEMBER 31, 197
RECEIPTS			
EMPLOYER CONTRIBUTIONS	(SCHEDULE B)	\$	\$
EMPLOYEE CONTRIBUTIONS	(SCHEDULE B)		119,150.00
ASSETS RECEIVED FROM TRUSTEES	(SCHEDULE B 1)		
NET REALIZED GAIN (OR LOSS)	(SCHEDULE C)		11,214.55
INCOME			
INTEREST	(SCHEDULE D)		79,303.18
DIVIDENDS ON PREFERRED STOCK		13,092.63	
DIVIDENDS ON COMMON STOCK			
OTHER		13,092.63	
ASSETS RECEIVED FROM PRIOR TRUSTEE	(SCHEDULE B 2)		
CASH RECEIVED FROM INSURANCE COMPANY	(SCHEDULE B 3)		
OTHER RECEIPTS	(SCHEDULE B 4)		
TOTAL RECEIPTS		13,092.63	204,656.47
DISBURSEMENTS			
BENEFIT PAYMENTS	(SCHEDULE E)	3,570.00	15,510.00
EXPENSES	(SCHEDULE F)	683.00	5,569.50
INSURANCE PREMIUMS PAID	(SCHEDULE E 1)		
OTHER DISBURSEMENTS	(SCHEDULE E 2)		
TOTAL DISBURSEMENTS		4,253.00	21,079.50
EXCESS OF RECEIPTS OVER DISBURSEMENTS		8,839.63	186,566.47
ASSETS AT COST BEGINNING OF PERIOD		179,729.34	
ASSETS AT COST END OF PERIOD		188,566.47	188,566.47
ASSETS AT MARKET VALUE BEGINNING OF PERIOD		179,729.34	
EXCESS OF RECEIPTS OVER DISBURSEMENTS		8,839.63	
UNREALIZED GAIN (OR LOSS) DURING PERIOD			
ASSETS AT MARKET VALUE END OF PERIOD		188,566.47	

RECONCILIATION OF CASH DURING PERIOD

CASH BALANCE BEGINNING OF PERIOD		\$	1,729.34
PROCEEDS OF INVESTMENTS DISPOSED OF DURING PERIOD	(SCHEDULE C)	\$	1,000.00
OTHER CASH RECEIPTS	(SCHEDULE B & D)	\$	13,092.63
COST OF INVESTMENTS ACQUIRED DURING PERIOD	(SCHEDULE H)	\$	10,000.00
OTHER CASH DISBURSEMENTS	(SCHEDULE E & F)	\$	4,253.00
CASH BALANCE END OF PERIOD		\$	1,566.47

FD-302 (REV. 10-74)

THE CHASE MANHATTAN BANK
Pension Trust Division

SUMMARY OF ASSETS

DESCRIPTION	COST VALUE		COST VALUE		MARKET VALUE		MARKET VALUE	
	AT 12/31/74	%	AT 12/31/75	%	AT 12/31/74	%	AT 12/31/75	%
TOTAL PERMANENTLY INVESTED FUNDS								
TEMPORARY INVESTMENTS	178,000.00	99.0	187,000.00	99.2	178,000.00	99.0	187,000.00	99.0
CASH AND RECEIVABLES	1,729.34	1.0	1,566.97	.8	1,729.34	1.0	1,566.97	1.0
TOTAL ASSETS	179,729.34	100.0	188,566.97	100.0	179,729.34	100.0	188,566.97	100.0

PAGE TWO

THE CHASE MANHATTAN BANK
Pension Trust Division

SCHEDULE A—A STATEMENT OF ALL PROPERTY ON HAND

AS OF DATE
12/31/75

ACCOUNT NO.
P 341

AMOUNT OR SHARES	DESCRIPTION	COST VALUE	MARKET PRICE	MARKET VALUE	ACCRUED INTEREST
	TOTAL PERMANENTLY INVESTED FUNDS	\$	\$	\$	
	TEMPORARY INVESTMENTS				
187,000	GENE INT CMB TEMPORARY INV FUND	187,000.00	100.000	187,000.00	
187,000	TOTAL TEMPORARY INVESTMENTS	187,000.00		187,000.00	
187,000		187,000.00		187,000.00	
	CASH	1,568.97		1,568.97	
	TOTAL CASH AND RECEIVABLES	1,568.97		1,568.97	
	TOTAL ASSETS	188,568.97		188,568.97	



FROM 01/01/75

THROUGH 12/31/75

P 34177

001

AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	SALE PRICE	COST VALUE	PROCEEDS	REALIZED GAINS OR LOSSES
				\$	\$	\$	\$
1.000	TEMPORARY INVESTMENTS BENE INT CMB TEMPORARY INV FUND			100.000	1,000.00	1,000.00	-0-
	TOTAL TEMPORARY INVESTMENTS				1,000.00	1,000.00	-0-
	TOTAL ASSETS				1,000.00	1,000.00	

C3-73


 THE CHASE MANHATTAN BANK, N.A.
 Pension Trust Division

-140-

SCHEDULE D—A SUMMARY STATEMENT OF ALL INCOME EARNED

PERIOD COVERED
FROM 01/01/75

THROUGH 12/31/75

ACCOUNT NUMBER
P 34177

	CASH BASIS	PRIOR YEAR ACCRUALS (-)	CURRENT YEAR ACCRUALS (+)	TOTAL TOT
INTEREST	\$ 13,092.63	\$	\$	\$ 13,092.63 13
DIVIDENDS ON PREFERRED STOCK				
DIVIDENDS ON COMMON STOCK				
OTHER, INCLUDES: LEASEBACKS, OIL ROYALTIES AND COMMITMENT FEES				
TOTAL NET INCOME (CASH AND ACCRUAL)	13,092.63			13,092.63 13

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SCHEDULE E A STATEMENT OF ALL DISTRIBUTIONS
FROM THE TRUST

PERIOD COVERED
FROM 01/01/75

THROUGH 12/31/75

ACCOUNT NUM.
P 3417

DESCRIPTION

BENEFITS PAID DURING THE MONTH OF

JANUARY 1975	300.00
FEBRUARY 1975	300.00
MARCH 1975	300.00
APRIL 1975	300.00
MAY 1975	300.00
JUNE 1975	300.00
JULY 1975	300.00
AUGUST 1975	300.00
SEPTEMBER 1975	300.00
OCTOBER 1975	300.00
NOVEMBER 1975	300.00
DECEMBER 1975	270.00

TOTAL

3,570.00



SCHEDULE F - A STATEMENT OF ALL EXPENSES

01/01/75

	DESCRIPTION	
12/03/75	TRUSTEES FEE FOR	683.00
12/03/75	THE YEAR ENDED 10 05 75	
12/03/75	BASED ON AN AVERAGE VALUE	
12/03/75	OF THE FUND	683.00

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SCHEDULE
SCHEDULE H—A STATEMENT OF ALL PURCHASES

FROM 01/01/75

	AMOUNT OR SHARES	DESCRIPTION	RATE	MATURITY OR PAR VALUE	CL. PRICE	COST VAL
					\$	\$
		TOTAL PERMANENTLY INVESTED FUNDS				
		TEMPORARY INVESTMENTS				
	10,000	BENE INT CHB TEMPORARY INV FUND			100.000	10.0
		TOTAL TEMPORARY INVESTMENTS				10.0
		TOTAL ASSETS				10.0

PN120 3-69 P10 3-75



THE CHASE MANHATTAN
Pension Trust Division

SUPREME COURT OF THE STATE
OF NEW YORK

COUNTY OF NEW YORK

In the Matter of the Appli-
cation of The Chase Manhattan
Bank (National Association),
as Trustee under the pro-
visions of a Trust Agreement
with Federal Sweets & Biscuit
Company, Inc.

INTERMEDIATE ACCOUNT

MILBANK, TWEED, HADLEY & McCLOY
1 CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005
212-422-2660

ATTORNEYS FOR

Petitioner

Answer

[Caption Omitted]

ANSWER

Defendant, The Chase Manhattan Bank (National Association) ("Chase"), by its attorneys, Milbank, Tweed, Hadley & McCloy, for its answer to the complaint:

1. Denies the allegations of paragraphs 1 and 2.
2. Denies the allegations of paragraph 4, except admits that Exhibit 1, annexed to the complaint, includes copies of a Trust Agreement and Supplemental Agreement more fully and correctly described in Chase's Petition.
3. Denies the allegations of paragraph 6, except admits that the state court has issued an Order to Show Cause and an Order Appointing Guardian Ad Litem, copies of which are annexed hereto as Exhibits A and B.
4. Denies the allegations of paragraphs 7, 8, 9 and 11 of the complaint.

FOR A FIRST DEFENSE,
CHASE ALLEGES:

5. On information and belief, Federal Sweets and Biscuit Company, Inc. was not engaged in commerce or in any activity affecting commerce on or after the date of enactment of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA").
6. 29 U.S.C. § 1003(a) limits the application of ERISA to plans which are established or maintained at some time after enactment date by an employer, employee organization, or both, engaged in an activity affecting commerce.

Answer

FOR A SECOND DEFENSE,
CHASE ALLEGES:

7. To the extent that ERISA may purport to oust state courts of their established jurisdiction with respect to the matters set forth in the complaint, it violates the Constitution of the United States.

FOR A THIRD DEFENSE,
CHASE ALLEGES:

8. Plaintiff has no authority under ERISA to bring suit for declaratory judgment and injunctive relief restraining the prosecution by private parties of proceedings in a state court.

9. The complaint fails to state a claim upon which relief can be granted.

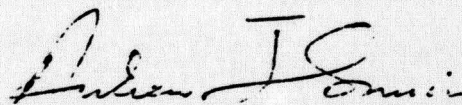
FOR A FOURTH DEFENSE,
CHASE ALLEGES:

10. Since plaintiff's jurisdictional contentions have already been raised in the state court proceedings, and are there still pending, this Court should abstain from consideration of them until the state court has made its determination.

WHEREFORE, defendant The Chase Manhattan Bank (National Association) demands judgment dismissing the complaint, with costs and disbursements.

Dated: New York, N.Y.
January 17, 1977

MILBANK, TWEED, HADLEY & McCLOY

By 
(A Member of the Firm)

Answer
Exhibit A

At a Special Term, Part II, of the
Supreme Court of the State of
New York, held in and for the
County of New York, at the Court
House, 60 Centre Street, New
York, New York, on the 21 day
of July, 1976.

P R E S E N T:

HON. ARNOLD GUY FRAMMAN

Justice.

----- x
In the Matter of the Application of :
The Chase Manhattan Bank (National :
Association), as Trustee under the : ORDER TO SHOW CAUSE
provisions of a Trust Agreement with :
Federal Sweets & Biscuit Company, Inc. : Index No. 15587-76
----- x

Upon reading and filing the verified petition of The
Chase Manhattan Bank (National Association) ("petitioner"), dated
the 22d day of July, 1976, as trustee of an express trust under
a trust agreement with Federal Sweets & Biscuit Co., Inc., made
as of July 1, 1961, as amended, praying that petitioner's
Intermediate Account covering the years 1970 through 1975 be
judicially settled and allowed, and petitioner released and
forever discharged as to all matters embraced therein, and that
this Court determine certain matters relating to said trust by
designating an appropriate person to act on behalf of the Pension
Board and Board of Directors of Federal Sweets & Biscuit Co., Inc.,
to terminate its Pension Plan for Wage Employees and direct distri-
bution of the corpus of the trust; and a verified account of the

Answer

acts and transactions of said petitioner, as trustee, covering the aforementioned years having been filed with the petition; it is

ORDERED, that all persons listed in Exhibits G, H and I to the petition, and all other interested persons, show cause before this Court at a Special Term, Part I hereof, to be held at the Court House, 60 Centre Street, New York, New York, on the 17 day of Sept. , 1976 at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why:

1. The Intermediate Account of the petitioner for the calendar years 1970 through 1975 under a Trust Agreement with Federal Sweets & Biscuit Company, Inc., dated as of July 1, 1961 and amended as of April 14, 1970, should not be judicially settled and allowed and petitioner released and forever discharged as to all matters embraced therein;

2. Harold Goldman, Esq., should not be designated by this Court to act on behalf of the Pension Board and Board of Directors of Federal Sweets & Biscuit Co., Inc., to terminate its Pension Plan for Wage Employees and direct distribution of the corpus of the trust; and

3. Petitioner should not be granted such other and further relief as the Court may deem just and proper, and it is further

ORDERED, that service upon all persons listed in

Answer

Exhibits G, H and I and upon all other possible interested persons of the Notice in the form annexed hereto and marked Exhibit 1 in lieu of this Order be made by publication of ^{THREE} said notice once in each of the following ~~two~~ newspapers in the English language, to wit: The New York Law Journal, ^{THE CHIEF} and The Clifton Independent Prospector at least (20) days before the return date hereof; and it is further

ORDERED, that in addition to such publication, copies of this Order and the Notice marked Exhibit 1 be mailed to the persons set forth in Exhibits G, H and I to the petition by regular mail at least thirty (30) days before the return date hereof at the addresses set forth therein, and that service by mail to those addresses which are unknown be dispensed with; and it is further

ORDERED, that ~~MURRAY ORDOVER, ESQ.~~ WILLIAM GOODSTEIN, ESQ. 90 PM
of RUE. 1
~~ERIE, FRANK MORRIS, SHIVER + JACOBSON~~ 120 BROOKLYN, N.Y.C. , New York, New York WILL

BE
be appointed guardian ad litem of all persons referred to in the petition, including infants, incompetents and ^{AS ATTORNEY FOR} those ~~in whom~~ military service, unless on or before the return date of this ^{PURSUANT TO CPLR 300 OR} Order to Show Cause any such person shall appear herein by a duly qualified and capable person pursuant to CPLR 1201 or a motion is made pursuant to CPLR 1202 for the appointment of a guardian ad litem on their behalf;

ORDERED, that service in the manner above set forth

Answer

shall be deemed due, proper and sufficient notice; and it is further

ORDERED, that any answer to the petition or any objections to the Intermediate Account be served upon Milbank, Tweed, Hadley & McCloy, One Chase Manhattan Plaza, New York, New York 10005, and filed with the Clerk of this Court on or before the return date herein unless such time is extended by order of the Court.

E N T E R

of A.H.F.
J.S.C.

FILED

JUL 27 1976
NEW YORK
GO CLERK'S OFFICE

Answer
Exhibit B

(577)

At a Special Term, Part I, of the
Supreme Court of the State of
New York, held in and for the
County of New York, at the Court
House, 60 Centre Street, New
York, New York, on the 15 day
of October, 1976.

P R E S E N T :

ABRAHAM J. GELLINOFF

Justice.

----- x
In the Matter of the Application of :
The Chase Manhattan Bank (National :
Association), as Trustee under the :
provisions of a Trust Agreement with :
Federal Sweets & Biscuit Company, Inc. :
----- x

Oct 18, 1976
the city clerk / Justice
ORDER APPOINTING
GUARDIAN AD LITEM

Index No. 13554/76

An Order to Show Cause dated July 27, 1976 having been
issued pursuant to statute, directing all interested persons to
show cause why a judgment and such intermediate orders as may
be appropriate should not be made and entered herein judicially
settling and allowing the intermediate account of proceedings,
covering the period from January 1, 1970 to December 31, 1975
of The Chase Manhattan Bank (National Association), as trustee
under a Trust Agreement made as of July 1, 1961, between The
Chase Manhattan Bank and Federal Sweets & Biscuit Co., Inc., and
granting other relief, and said Order to Show Cause having
ordered that William Goodstein, Esq. will be appointed guardian
ad litem of all persons referred to in the petition, unless, on

or before the return day of said Order to Show Cause, said persons appear by a duly qualified and capable person pursuant to CPLR 1201 or unless a motion is made pursuant to CPLR 1202 for the appointment of a guardian ad litem on their behalf;

And a true copy of said Order to Show Cause and of the petition upon which it was granted having been served and there having been filed herein proof of service upon all such persons;

And said Order to Show Cause having been returned on September 17, 1976, and no one having appeared on said date on behalf of said persons and no motion having been made on their behalf for the appointment of a guardian ad litem, it is

ORDERED that William Goodstein, Esq. of 90 Park Avenue, New York, New York, upon filing his consent and affidavit of responsibility be, and he hereby is, appointed Guardian Ad Litem to appear for and represent all persons referred to in the petition who have not previously appeared in this proceeding.

E N T E R

Q.J.S.
J.S.C.

(Transcript of Pre-Motion Conference)

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 -----x
4 W. J. USERY, JR.,
5 Secretary of Labor,

6 Plaintiff,

7 -against-

76 Civ. 5873

8 THE CHASE MANHATTAN BANK
9 (NATIONAL ASSOCIATION),

10 Defendant.
11 -----x

12 New York, New York
13 January 19, 1977

14
15 BEFORE: HON. THOMAS P. GRIESA,

16 District Judge

17 APPEARANCES:

18 JEROME S. COHEN, ESQ.,

19 -and-

20 JITHENDER RAO, ESQ.,
21 Attorneys for Plaintiff

22 MILBANK, TWEED, HADLEY & McCLOY, ESQS.,
23 Attorneys for Defendant

24 BY: KENNETH A. PERKO, JR., ESQ.,
25 Of Counsel

Transcript of Pre-Motion Conference

1 lhl t

[2]

2 (In the robing room.)

3 MR. COHEN: Your Honor, the Secretary of Labor
4 requested this conference for the purpose of complying with
5 the Court's -- with Judge Griesa's ruling that all matters
6 being brought by motion be discussed in conference.

7 We are preparing the final motion for preliminary
8 injunction in this action. In this action the Secretary of
9 Labor is seeking a declaratory judgment and injunctive relief
10 restraining Chase from proceeding with a portion of a state
11 court action which Chase has commenced in the Supreme Court
12 of the State of New York.

13 In the Secretary's view, the entry of a judgment
14 by the state court will result in a serious and irreparable
15 injury, not only to participants and beneficiaries in the
16 pension plan that's involved in that particular action, but
17 also to the public interest.

18 THE COURT: What is the action about?

19 MR. COHEN: The action is one in which Chase is
20 trustee of a pension plan which was -- if I might, your
21 Honor, just preliminarily, before continuing my response to
22 that question, I would like to mention that the Secretary has
23 endeavored to get Chase's voluntary cooperation with the
24 request that we made, that is that Chase discontinue volun-
25 tarily or suspend that small portion of the state action which

Transcript of Pre-Motion Conference

1 lhl

[3]

2 in our view is in conflict with the act that I am going to
3 be discussing, the Employment Retirement Income Security Act
4 of 1974 which we refer to by the acronym ERISA.

5 Chase has declined to do that voluntarily, and
6 that is what impelled us to prepare a motion for preliminary
7 injunction.

8 Continuing with respect to the facts of the state
9 court action, Chase finds it is a trustee of an employee
10 pension plan which was created by a company, Federal Sweets
11 and Biscuit Company, which is now defunct. The company is
12 defunct. The pension plan lives on.

13 At the end of 1975, the pension plan had about
14 \$188,000 in it. Chase wants to distribute the assets of the
15 plan, but it finds that the company is defunct and the pension
16 board which had been established by the company to direct
17 Chase in the distribution of the assets consisted of three
18 members, and to the best of Chase's knowledge and belief,
19 those individuals are deceased.

20 So Chase asks the Court for the appointment of a
21 substitute for the pension board and for the board of
22 directors of the company, an individual named Mr. Goldman,
23 who is seeking to obtain the assets of the plan for certain
24 participants and beneficiaries.

25 With respect to the distribution aspect of Chase's

(Transcript of Pre-Motion Conference)

1 lhl

[4]

2 action, the Secretary of Labor alleges no violation of ERISA
3 and is not seeking to enforce any provisions of ERISA.

4 There is an additional element of Chase's applica-
5 tion in the state court to which the Secretary takes very
6 strong exception.

7 THE COURT: Go back. I lost something somewhere.

8 Chase proposes to appoint somebody, a man named
9 Goldman, to take the place of the board of directors and the
10 trustees, right? Just carry on from there again.

11 MR. COHEN: Chase asks that the state court appoint
12 Mr. Goldman as a substitute for the pension board and the
13 board of directors of the defunct company, to direct Chase,
14 which is still trustee, in the distribution of the assets.

15 With respect to the distribution aspect of Chase's
16 effort in the state court, the Secretary has thus far pointed
17 to no problem.

18 There is an additional element, however, in what
19 Chase is doing in the state court which comes into very
20 serious conflict with a fundamental principle that Congress
21 enacted in ERISA. Chase is asking in the state court for the
22 state court's approval of Chase's conduct as trustee during
23 the years 1970 through 1975, during those calendar years. The
24 state court, your Honor, has no jurisdiction in the Secretary's
25 view, over the 1975 portion of Chase's state court action,

Transcript of Pre-Motion Conference

1 lhl:

[5]

2 and at this point I had better take a minute just to sketch
3 the background of ERISA.

4 ERISA included, some people think as its most
5 important feature, a broad preemption provision which said
6 that on and after January 1, 1975 federal law included in
7 ERISA would supersede any and all state law insofar as that
8 state law relates to any employee pension plan in the private
9 sector. ERISA was the culmination of ten years of work by
10 Congress and the executive branch to develop uniform national
11 standards in areas which had proved to be very, very subject
12 to abuse; areas, for example, such as reporting and disclosure
13 of the terms of a pension plan to the beneficiaries and
14 participants. Participation, the right to participate in a
15 pension plan and the standards for vesting of one's right
16 to the pension benefits, funding of the pension plan, this
17 is a whole new area subject to uniform federal standards.

18 Very importantly, also fiduciary standards of
19 conduct. The Congress deliberately, and the legislative
20 history is very clear on this point, made these new standards
21 supersede any and all state law relating to these plans.

22 THE COURT: What does the statute say about
23 jurisdiction?

24 MR. COHEN: On jurisdiction the statute plainly
25 established a list of permissible actions that might be

Transcript of Pre-Motion Conference

1 lhl

[6]

2 brought under Title 1 of ERISA, and it is Title 1 of
3 ERISA, your Honor, which contains these standards which I
4 have outlined, and it is those standards that the Secretary
5 of Labor is charged with administering. Of course, juris-
6 diction of those actions under Title 1 of ERISA was made
7 exclusively for federal courts.

8 THE COURT: What does it say? Does it say that?

9 MR. COHEN: Definitely, your Honor.

10 In Section 502(E) of ERISA --

11 MR. PERKO: It depends on who is the plaintiff,
12 your Honor.

13 MR. COHEN: In Section 502(E)1, it says that
14 except for actions under Subsection AlB of this section,
15 which I will return to in a moment, the District Courts of
16 the United States shall have exclusive jurisdiction of civil
17 actions under this title brought by, among others, a
18 fiduciary.

19 Plainly, Chase is a fiduciary.

20 The only exception to that rule is an action under
21 Subsection AlB. Such an action --

22 THE COURT: Can I just see that?

23 (Pause.)

24 THE COURT: What is the problem of interpretation?
25 What are we worried about?

Transcript of Pre-Motion Conference

1 lhl

[7]

2 MR. PERKO: Your Honor, we all agree ERISA is a
3 good thing. The question is to what extent does it apply.

4 Exclusive jurisdiction is set forth in 502 for
5 suits under this title. The proceeding which we have commenced
6 is not a suit under ERISA. That's clear. It could be argued,
7 and I gather is being argued by Mr. Cohen, that by reason of
8 the preemption section, that preemption of state law in 541,
9 there is nothing that can be brought other than a suit under
10 ERISA.

11 We think that's clearly not the case as to causes
12 of action which arose prior to January, 1975.

13 THE COURT: He doesn't talk about that. He is
14 talking about 1975. Cause of action relating to 1975, right?

15 MR. COHEN: Precisely, your Honor.

16 THE COURT: That's all he is talking about.

17 MR. PERKO: That's his assertion, your Honor, which
18 we don't share, as to when the causes of action arose with
19 respect to conduct which took place in 1975.

20 If I could start at the beginning, basically what
21 we have is a company pension that went out of business in 1973.
22 We think there is a serious coverage question under Section
23 4A of ERISA as to whether ERISA extends at all to this plan.
24 Apart from that question, the suit that we are bringing in the
25 state court is a proceeding commenced on notice to the world,

((

Transcript of Pre-Motion Conference

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[8]

2 including all prospective participants, including some of whom
3 are aware of the suit and are electing to participate in it
4 through Mr. Goldman or through their guardian ad litem, to
5 make whatever claim they have to make against this trust
6 fund.

7 The purpose of the proceeding is to throw the fund
8 open for such claims so that Chase will know what to do.
9 Under ERISA, 502A, suits by participants for benefits are
10 properly heard either in the state court or in the federal
11 court. Mr. Cohen contends the plan is covered by ERISA. He
12 contends that the claim is one such that federal court juris-
13 diction is exclusive. I think, your Honor will agree after
14 we brief the question, that that is at least a difficult
15 question. It is not one which any court has answered. It is
16 not one which ERISA answers on its face. That very question
17 has been presented to the state court --

18 THE COURT: From a practical standpoint, Chase is
19 trying to -- the main object of Chase is to distribute this
20 money, right?

21 MR. PERKO: Yes, your Honor.

22 THE COURT: It brings an action which I guess
23 nobody can quarrel with, you want court approval for the
24 distribution, right?

25 MR. PERKO: Yes, your Honor.

()
Transcript of Pre-Motion Conference

1 lhl t

[9]

2 THE COURT: You don't want to just send out checks.
3 This obligation to get court approval for the distribution is
4 basically a state law problem, isn't it?

5 MR. PERKO: We feel it is.

6 THE COURT: I would think so.

7 MR. PERKO: There is a recognized state court
8 procedure for doing that.

9 THE COURT: In other words, Chase has assets, and
10 to distribute those assets for a defunct company where the
11 plan is really over with, and what you are trying to do is
12 not pay pensions, you are not paying pensions, are you?

13 MR. PERKO: We have ten people that were put on
14 pension prior to '72 and are receiving their monthly benefits.
15 The fund is growing faster than the amount being paid out to
16 those ten people.

17 THE COURT: You are trying to dissolve the fund,
18 aren't you?

19 MR. PERKO: Precisely.

20 THE COURT: It is not really paying pensions, it
21 is a dissolution of the fund.

22 MR. PERKO: The purpose is to set aside a sufficient
23 fund to pay those pensions, either by the pensioners annuity
24 or otherwise, and distribute the balance to those who are
25 entitled.

Transcript of Pre-Motion Conference

1 lhlt

[10]

2 THE COURT: In the course of that you want -- since
3 you have been a fiduciary, I guess there is a state law pro-
4 cedure when a fiduciary distributes assets of the trust, you
5 can present your accounting to the Court and get approval of
6 the Court, right?

7 MR. PERKO: Yes, your Honor.

8 THE COURT: You have certain years involved that
9 nobody even contends would be subject to a federal court. I
10 am not terribly interested in clarifying a point of law for
11 clarifying it. I just want to get some litigation over with
12 in a practical way.

13 What do you suggest? What do you suggest, and I
14 really -- what is practical here? I think Congress wouldn't
15 mind too much having us do something practical. I don't see
16 why he has to have two litigations. What's the point?

17 MR. COHEN: Chase is attempting to do something,
18 your Honor, which Congress plainly said should not be done.

19 THE COURT: Congress didn't say that there had to
20 be two litigations.

21 MR. COHEN: Congress in the process of enacting
22 ERISA considered preservation of state court jurisdiction in
23 precisely this kind of action that Mr. Perko's client has
24 brought, that is, an accounting. Bills to that effect were
25 before Congress and they rejected them. They were not enacted.

Transcript of Pre-Motion Conference

1 lhl

[11]

2 THE COURT: You mean a dissolution of a fund -- did
3 Congress talk about a dissolution of a fund?

4 MR. COHEN: Your Honor, the dissolution aspect
5 presents no problem with the Secretary.

6 THE COURT: Yes, but what you are really talking
7 about is you are saying to Chase, "You come to two courts."

8 MR. COHEN: Not necessarily at all, your Honor.

9 THE COURT: Where do you suggest they go?

10 MR. COHEN: We are simply stating that the approval
11 aspect -- Chase's requests to the state court for --

12 THE COURT: The minute you talk about aspect, you
13 are talking about a splitting up.

14 MR. COHEN: That's correct, your Honor.

15 THE COURT: What should they have done to have a
16 minimum of hassle and litigation, what should they have done?

17 MR. COHEN: I'm not --

18 THE COURT: This is not a very big fund. Why
19 should they spend an excess amount of money with two sets of
20 papers and all that kind of baloney?

21 MR. COHEN: Your Honor, the question of whether
22 there is another place for Chase to go with the approval aspect
23 is an open question and it is one which we are not attempting
24 to address in this lawsuit.

25 THE COURT: I am just asking you, I am not

Transcript of Pre-Motion Conference

1 1hlt

[12]

2 interested in writing law review articles or anything here.
3 I want to get a piece of litigation disposed of in the most
4 efficient way possible. You are not helping me right now.

5 You tell me how this can be done with one action
6 or you tell me it has to be two actions. I want to know --
7 I don't want to know about legislative history and all. I
8 want to know how to litigate this thing in an efficient way.

9 Does there have to be two actions in your view or
10 can there be one action?

11 MR. COHEN: Your Honor, in the view of the Secretary
12 of Labor there need not be two actions or one action. Chase
13 may merely distribute the money and not get an accounting,
14 not get an approval. The approval establishes an impediment
15 to the rights of participants and beneficiaries under ERISA
16 to sue for a breach of fiduciary responsibility that may not
17 appear this year or next year or three or four years from now.

18 THE COURT: Wait a minute. Your suggestion is no
19 litigation, just send out checks?

20 MR. COHEN: No litigation at all, your Honor.

21 THE COURT: Could you give them any indemnity
22 against any problems that might arise as a result of that?

23 MR. COHEN: The Secretary of Labor has no such power
24 under this statute.

25 THE COURT: What do you suggest -- I assume they

(
(
Transcript of Pre-Motion Conference

1 1h1t

[13]

2 want to have protection because somebody --

3 MR. COHEN: They have that in the form of an action
4 against Chase for breach of fiduciary responsibility. If
5 Chase --

6 THE COURT: Who has that?

7 MR. COHEN: Each participant and beneficiary.

8 THE COURT: What protection does Chase have?

9 MR. COHEN: Chase's adherence to fiduciary
10 standards.

11 THE COURT: Chase feels that Chase would like to
12 have somebody besides Chase tell it that it can do these
13 things, that is not an outlandish concept, you see. It is
14 not something that they just dreamed up and they are arbitrary and s'llly, and all. This is a well known concept to
15 have a fiduciary get approval in distributing a fund. You
16 might suggest to Chase, "Well, you don't need to do that,"
17 but I am not at all sure that suggestion is very practical.

18
19 MR. COHEN: Your Honor was quite right in saying
20 that it is not an outlandish concept. It is a traditional
21 concept. However, ERISA has changed that tradition. Traditionally under state law a fiduciary trustee has been able to
22 go into state court and get an accounting, get an approval.

23
24 THE COURT: Why don't you go into the state court
25 and move to dismiss if there is no jurisdiction?

Transcript of Pre-Motion Conference

[14]

1 hlt

2 MR. COHEN: Simply because, your Honor, the
3 Secretary of Labor did not see it as proper at all for the
4 state court to be litigating any aspect of the approval.

5 THE COURT: I don't understand why you come --

6 MR. COHEN: The state court has no jurisdiction.

7 THE COURT: Then why don't you move to dismiss?

8 MR. COHEN: Because that would be submitting to
9 the jurisdiction of the state court.

10 THE COURT: For the purpose of the Department of
11 Labor raising the jurisdictional question, wouldn't they have
12 a right to intervene over there?

13 MR. PERKO: I would think so, your Honor. The
14 basis for their not wanting to do that is a source of great
15 puzzlement to me. If they are right and the court lacks
16 subject matter jurisdiction, I wouldn't think they would even
17 have to do it. They could act collaterally anyplace and
18 time they choose. They have in fact written a letter to the
19 state court judge outlining their jurisdictional contentions,
20 we have written our reply to the state court judge.

21 The issue is before him.

22 THE COURT: I think they could make a motion.

23 MR. PERKO: They could well do that.

24 THE COURT: For the purpose of testing jurisdiction
25 and for the purpose of enforcing their concept of the act, you

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Transcript of Pre-Motion Conference

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[15]

2 would not object to them intervening and moving to dismiss
3 whatever part they feel is dismissable?

4 MR. PERKO: Not at all, your Honor.

5 MR. COHEN: However the Secretary has no interest
6 in reinforcing the impression that Chase is creating that the
7 state court has jurisdiction over that approval aspect.

8 THE COURT: I'm not interested in -- it isn't a
9 matter of what people are interested in. It is a matter of
10 what is a right and practical way to do things.

11 To me there is nothing that makes sense about your
12 action. In the first place, I am not at all sure that you are
13 approaching the practical problem in any sensible way, but,
14 beyond that, the place to approach it, it seems to me, if you
15 claim that there is a lack of jurisdiction, it is to move to
16 dismiss. I don't understand your contention about not wanting
17 to give color to the state court. To me that is kind of an
18 absurd psychological problem which I don't understand at all.

19 If you go in and contest jurisdiction, you are
20 fighting the jurisdiction. You are doing it in the action.
21 Why have two lawsuits? There is no reason here to have two
22 lawsuits for any purpose; to test jurisdiction or otherwise.

23 MR. COHEN: Your Honor, the practical problem is to
24 retain the rights of participants and beneficiaries in this
25 pension plan and pension plans all over the country and to

2 keep them free of the impediment of a colorable state judgment.

3 THE COURT: Don't you believe that the state courts
4 will be willing to enforce any limits on their jurisdiction?
5 Don't they know about jurisdiction in the state courts? There
6 are three levels, as I understand; the Supreme Court, the
7 Appellate Division and the Court of Appeals, and somewhere
8 between those they probably can read a statute and understand
9 jurisdiction.

10 MR. COHEN: Congress mainly intended that these
11 pension plan matters be litigated in federal courts. If the
12 Secretary of Labor has to go into a state court every time a
13 fiduciary wrongly -- wrongly on jurisdictional grounds and
14 wrongly on substance grounds -- goes into a state court and
15 asks for a state adjudication, the Secretary of Labor will be
16 forced to unravel the whole fabric of ERISA.

17 THE COURT: Is there a motion to dismiss?

18 MR. PERKO: We haven't made one yet, your Honor.
19 We just filed an answer.

20 THE COURT: Do you assert --

21 MR. PERKO: We assert failure to state a claim
22 upon which relief can be granted as a third defense. We think
23 that relates to the absention doctrine.

24 THE COURT: I want to make clear, I want to have
25 it clear, as I understand it, the Secretary of Labor seeks to

have this Court enjoin in part the state court proceeding brought by the Chase Manhattan Bank because the Secretary of Labor feels that the state court action in part is without jurisdiction, that is that the state court in part lacks subject matter jurisdiction.

Is that right?

MR. COHEN: That's correct, your Honor.

THE COURT: I am dismissing this action on the ground that the only appropriate way to proceed is for you to make a motion in the state court to dismiss that action, in whole or in part, for lack of subject matter jurisdiction. This action is dismissed. You can enter an order on that.

(Court adjourned.)

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[Filed March 17, 1977]

Notice of Settlement

[Caption Omitted]

NOTICE OF SETTLEMENT

S I R S :

PLEASE TAKE NOTICE that the within order will be submitted for settlement, approval and signature by Hon. Thomas P. Griesa at the office of the Clerk of Court, at the United States Court House, Foley Square, New York, New York on January 24, 1977 at 2:15 P.M.

Dated: New York, New York
January 20, 1977

Yours, etc.

MILBANK, TWEED, HADLEY & McCLOY

By Brian A. Smith
(A Member of the Firm)
1 Chase Manhattan Plaza
New York, New York 10005
(212) 422-2660
Attorneys for Defendant

TO:

Francis V. LaRuffa
United States Department of Labor
1515 Broadway, Room 3555
New York, New York 10036
Attorney for Plaintiff

[Filed January 24, 1977]

Order and Judgment

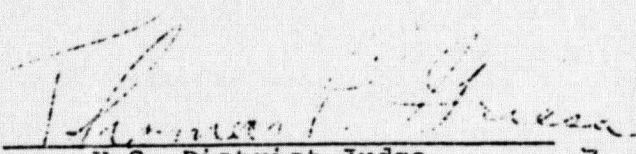
[Caption Omitted]

ORDER AND JUDGMENT

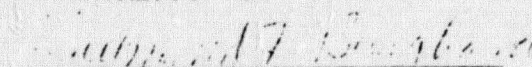
On the plaintiff's request for a conference to discuss its intention to seek a preliminary injunction, this action came on before the Court, Honorable Thomas P. Griesa, presiding, on January 19, 1977, and the issues having been duly heard and the Court having ruled on the prayer for dismissal set forth in the defendant's answer, it is now

4036-1-1
ORDERED that the action be dismissed.

Dated: New York, New York
January 24, 1977


U.S. District Judge 7.177

JUDGMENT ENTERED - 1/26/77


Clerk of Court

[Filed January 26, 1977]

Notice of Appeal

[Caption Omitted]

NOTICE OF APPEAL

Notice is hereby given that Ray Marshall (successor to W.J. Usery, Jr.), Secretary of Labor, U.S. Department of Labor, plaintiff above named, hereby appeals to the United States Court of Appeals for the Second Circuit from the final Judgment and Order dismissing plaintiff's complaint entered in this action on the 26th day of January, 1977.
March , 1977.

CARIN ANN CLAUSS
Solicitor of Labor

STEVEN J. SACHER
Associate Solicitor
Plan Benefits Security Division

MONICA GALLAGHER
Counsel for Litigation
Plans Benefits Security Division

/s/ Jerome S. Cohen
Attorney

/s/ Francis V. La Ruffa
Regional Solicitor

/s/ Jithender Rao
Attorney

[Filed March 28, 1977]